



राष्ट्रीयसंस्कृतविश्वविद्यालयः

(केन्द्रीयविश्वविद्यालयः)

तिरुपति: - ५१७ ५०७.

☎ 0877-2286799

☎ 0877-2287809

✉ registrar_nsut@nsktu.org

NATIONAL SANSKRIT UNIVERSITY
(Erstwhile Rashtriya Sanskrit Vidyapeetha)
(A Central University established by an Act of Parliament)
Tirupati - 517 507. (A.P.)

Commander Challa Venkateswar (Retd.)

REGISTRAR

Lr. No. NSUT/IP-IEM-Appoint./2022-2023

Dated: 20th Sep, 2022

Sub: Appointment of Independent External Monitors (IEMs) in National Sanskrit University, Tirupati.

Ref: CVC Letter No. 022/VGL/037/520215 dated 01.08.2022

The undersigned is directed to refer to the Central Vigilance Commission's letter dated 01.08.2022 nominating the below Officials as Independent External Monitors (IEMs) to National Sanskrit University, Tirupati for a period of three years.

1. Dr. M Malakondaiah, IPS (Retd.)
156, Prashasan Nagar, Road No. 72,
Jubilee Hills, Hyderabad - 500110.
Mob: 9848031016/ 7330960888
E-mail: mannam1958@gmail.com
2. Shri. Santanu Mukherjee
Flat No. 303, E Tower, My Home ABHRA,
Opp. Inorbit Mall, Madhapur,
Hyderabad - 500032
Mob: 9866327000 & 9951726000
E-mail: santanu96@gmail.com

The appointment of Independent External Monitors shall be governed by the following terms and conditions:

Tenure	3 years with effect from the date of issue of this letter, or acceptance of the offer whichever is later.
Fee	Each Independent Monitor shall be paid sitting fee @ Rs.10,000/- (Rupees ten thousand only) per day of sitting subject to ceiling of Rs.3,00,000/- (Rupees three lakhs only) per year. In the matter pertaining to mediation of dispute, the above rate of sitting fee per day shall apply and such payment of sitting fee shall be over and above the ceiling of Rs.3,00,000/- (Rupees three lakhs only)
TA/ DA	TA/ DA in connection with official duties shall be allowed to each Independent Monitor as per normal rates applicable to a serving officer of an equivalent rank.
Transport	Reimbursement of conveyance charges on the same terms and conditions as admissible to any serving officer of an equivalent rank under Delegation of Financial Powers Rules.

The role and duties of Independent External Monitors (IEMs) will be as per Revised Standard Operating Procedure issued by CVC vide their Circular No.05/01/22 dated 25/01/2022 (copy enclosed). All procurement cases of goods/services and works of and above the threshold value of Rs.1 crore will be covered by the Integrity Pact.

Independent External Monitors would be required to sign and return a 'Confidentiality Agreement' and 'Declaration of absence of conflict of interest' (Annexure 1 & 2) within 15 days from the date of issue of this Letter. The Agreement/Declaration may be initialed on all pages and full signatures affixed on the last page.


(Commander Challa Venkateswar)
Registrar

To:

1. Dr. M Malakondaiah, 156, Prashasan Nagar, Road No. 72, JubileeHills, Hyderabad - 500110.
2. Shri. Santanu Mukherjee, Flat No. 303, E Tower, My Home ABHRA, Opp. Inorbit Mall, Madhapur, Hyderabad - 500032.

Copy to:

1. Deputy Secretary (Languages), D/o Higher Education, Ministry of Education, New Delhi.
2. All Deans of the NSU, Tirupati.
3. Deputy Registrar, NSU, Tirupati with a request to provide Secretarial Assistance for IEMs from time to time as and when requested by the them.
4. ICTRC i/c with the request to upload the letter on the website of NSU, Tirupati.

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** is made and executed at on this day of....., 20....

BY AND BETWEEN

THE PRESIDENT OF INDIA acting through (insert name of the officer), Joint Secretary, Ministry of Education, Govt. of India having its office located at Shastri Bhawan, New Delhi-110001 (hereinafter referred to as "**Ministry of Education**") which terms or expression shall, unless excluded by or repugnant to the subject of context, mean and include its successor-in-office, administrators or permitted assignees) of the **First Part**;

AND

Sh./Ms..... having its residence/office at..... (hereinafter referred to as "**The Independent Monitor**") which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors) of the **Second Part**.

1. **Preamble**

1.1 Whereas the Ministry of Education, Government of India, is proposing to appoint separate panel of Independent Monitors for procurement cases of Goods/services/work contract of MoE.

1.2 Whereas the Pre-Contract Integrity Pact provide for appointment of Independent Monitors for the purpose of monitoring of various provision of the said Pact and whereas the said Pact provides for perusal of the relevant records of the Ministry of Education by the said Independent Monitors in connection with the relevant procurement case on which the said Integrity pact has been signed with the bidders;

1.3 Now, therefore, with a view to ensuring and maintain the complete and total confidentiality of every official information contained in any file, document, records, brief, presentation, electronic or telephonic medium, as may be made available by the Ministry of Education to the Independent Monitors.

The parties hereto hereby agree as follows:-

2. **Objective of the Agreement**

2.1 The objective of this Agreement is to ensure non-disclosure of all official information by the Independent Monitors, to which they will have access through their perusal of any official record, file, document, presentation, electronic or telephonic exchange, as part of their functions so as to preserve the secrecy and confidentiality of defence-related official information.

3. **Obligation of Independent Monitors**

3.1 An Independent Monitor shall make use of all official information made available to him by the Ministry of Education solely and exclusively for the purpose of the duty assigned to the Independent Monitor and shall no one any case, disclose any of such information to any third person whatsoever.

3.2 An Independent Monitor shall not make copies of any official document, file and record made available to him / her by the Ministry of Education and shall not in any other way retain with himself/herself any of such information for any period longer than what is required for performing his/her function as referred to him/her by the Ministry of Education and soon after his/her purpose is served, all such official documents, file and record shall be returned by him/her to the Ministry of Education in the same form in which it was received by him/her.

3.3 An independent monitor shall, in all circumstances, not reveal or divulge any information to any third person whatsoever, which is passed on to him/her by the Ministry of Education either through electronic medium or through any form of any communication.

3.4 Any official information, which comes to the knowledge of any Independent Monitor in the performance of his / her function as an Independent Monitor, shall not be revealed or divulged by him / her to any third person whatsoever not only during his / her tenure as an Independent Monitor but also during any point of time when he / she ceases to be such an Independent Monitor.

3.5 An Independent Monitor, on having been provided with official files, records, documents etc. shall in all circumstances, ensure the safe custody of all such official records and documents till such time these are in his / her custody.

4. Obligations of the Ministry of Education

4.1 The Ministry of Education shall make available all files, records, documents pertaining to the case and sought by Independent Monitor in such a way as to deliver the same in the personal custody of Independent Monitor.

4.2 The Ministry of Education shall make reasonable arrangement in its office premises to enable the Independent Monitor to peruse the file, records, documents etc. as sought by him.

4.3 The Ministry of Education shall incur expenditure in accordance with the orders issued by it in connection with the travel expenses of Independent Monitor from the place of his ordinary residence to the office premises of the Ministry of Education.

Penalties for Breach

5 In case any breach of any of the clauses of this Confidentiality Agreement is committed by an Independent Monitor, he / she will himself / herself render liable to the following action by the Ministry of Education, Government of India:-

(i) The said Independent Monitor shall forthwith be removed from such capacity, pending an inquiry into the matter, as instituted by the Ministry of Education.

(ii) The said Independent Monitor shall fully co-operate with the Inquiries as instituted by the Ministry of Education, Government of India, and shall provide such information as called for by the Inquiry Officer (s) and shall also make himself / herself available for personal appearance before the Inquiry, as and when required.

(iii) In case any breach of the provisions of this Agreement is found by the Inquiry to have occurred, for which an Independent Monitor is jointly or severally found responsible, then appropriate legal action as per the extant civil and/ or criminal laws shall be taken against the said Independent Monitor.

Duration of this Agreement

6. This Agreement shall commence after the same is signed and returned to the Ministry of Education accepting the terms contained herein.

Law and Place of Jurisdiction

7. The provisions of the Agreement shall be governed under the Indian Law as applicable in the territory of Union of India and the Courts of Law located in New Delhi shall have jurisdiction in the matter.

Having so set out the terms of this Agreement, the parties to this Agreement hereby on this day _____ of the Month _____ and year _____ at New Delhi sign the Agreement with full intention of carrying out the provisions thereof.

For and on behalf of
THE PRESIDENT OF INDIA (First Party)
SIGNED, SEALED AND DELIVERED by

Name:
Designation: Joint Secretary
Address:
Authorized Signatory

(Second Party)

Name _____

Address:

In the presence of Witness:

- 1.
- 2.

DECLARATION OF ABSENCE OF CONFLICT OF INTEREST

1. I, _____, understand that conflict of interest refers to situations in which financial or other personal considerations may compromise my recommendations in relating to Integrity Process/examination of complaints/resolution of issues between the Ministry and the bidder.
2. I hereby declare that I do not have any personal conflict of interest that may arise from my appointment as Independent External Monitor in M/o Education. I understand that my appointment may be cancelled if found out that there is conflict of interest.
3. Further, in case of any form of conflict of interest (possible or actual) which may inadvertently emerge during my tenure as IEM, I will duly report it to the Secretary, D/o Higher Education.
4. I understand that I may be held accountable by the Ministry of Education for any conflict of interest which I have intentionally concealed.

IEM : _____

SIGNATURE : _____

DATE : _____