



GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF REVENUE  
OFFICE OF THE CHIEF CONTROLLER  
GOVERNMENT OPIUM AND ALKALOID FACTORIES  
19<sup>th</sup> FLOOR, JAWAHAR VYAPAR BHAWAN,  
TOLSTOY MARG, NEW DELHI - 110 001

Phone No.-91-11-23701131 FAX - 91-11-23701254 E-mail: goaf.ccf@cbn.nic.in

**GLOBAL TENDER FOR IMPORT OF CODEINE PHOSPHATE**

**TENDERF.NO. 7/IMP/COD/1/2020-21**

Government Opium and Alkaloid Factories (GOAF) are the sole producer and seller of Codeine phosphate in India. On behalf of the President of India, the Chief Controller, GOAF invites tenders from reputed manufacturers of codeine phosphate for supply of 11,000 Kg. (Eleven Thousands kilograms) of codeine phosphate on outright payment. Details of specification and terms and conditions governing the tender are available in the tender document which can be downloaded from our website ([goaf.gov.in](http://goaf.gov.in)) or e-procurement website ([eprocure.gov.in](http://eprocure.gov.in)) and the tender should be submitted at the office of the

**CHIEF CONTROLLER OF FACTORIES  
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Tender can be submitted upto **3.00 PM on 22<sup>nd</sup> July, 2020** and shall be opened on **23<sup>rd</sup> July, 2020** at the above address.

GOAF reserves the right to accept or reject any or all of the tenders without assigning any reasons.

**(Capt. Sanjay Gahlot)  
CHIEF CONTROLLER**

(Captain Sanjay Gahlot)  
Chief Controller  
Ministry of Finance, Deptt. of Revenue  
Govt. Opium & Alkaloid Factories  
19<sup>th</sup> Floor, Jawahar Vyapar Bhawan  
Tolstoy Marg, New Delhi-110001



GOVERNMENT OF INDIA  
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE,  
OFFICE OF THE CHIEF ONTROLLER,  
GOVT. OPIUM AND ALKALOID FACTORIES,  
19<sup>TH</sup> FLOOR, JAWAHAR VYAPAR BHAWAN,  
S.T.C. BUILDING, TOLSTOY ROAD,  
NEW DELHI – 110001

**TENDER FOR SUPPLY OF CODEINE PHOSPHATE**

TENDER NO: 7/IMP/COD/1/2020-21

Tender Document SI.No.-

TENDER CLOSING DATE: **22/07/2020 : 03.00 PM**

The Govt. Opium and Alkaloid Factories (GOAF) under Government of India, Ministry of Finance, Department of Revenue, is the sole producer and supplier of opiate alkaloids to pharmaceutical companies in the country. The Chief Controller, Government Opium and Alkaloid Factories, New Delhi, invites offer for supply of **11000 Kgs Codeine Phosphate** on outright payment for the financial year April 2020 – March, 2021. Detailed terms and conditions of the tender are as under:

**1. QUANTITY:**

**11000 Kgs (Eleven Thousands Kilograms)** Codeine Phosphate as per specifications prescribed in **IP 2018/BP/USP/Euro.ph.**

**2. OFFER:**

The price must be quoted on CIP Air, New Delhi basis indicating separately (a) FOB Cost/price (b) Insurance (c) Freight Charges as per format at **Annexure-I**. The offer made in this tender should remain valid till 31<sup>st</sup> March, 2021. Further, the price quoted must remain valid till the completion of supply of the entire quantity offered.

**3. SHIPMENT/ DELIVERY SCHEDULE:**

Delivery of the entire quantity of codeine phosphate is required to be made between **August 2020 and February 2021**. The quantity that can be delivered each month within the specified period should be indicated in the offer.

**4. BID BOND:**

Bidder will be required to furnish Bid Bond for **US \$ 1,10,000 (USD ONE LAC TEN THOUSAND)** along with the offer. Bid Bond is to be submitted as per format at **Annexure -II.** Government Opium & Alkaloid Factories reserves the right to reject all bids not accompanied with bid bond. In case the Bidder withdraws his tender or in the event of his offer being accepted, fails to furnish Performance Bank Guarantee, the Bid Bond shall be forfeited.

**5. BANK GUARANTEE:**

Successful bidders will have to submit a bank guarantee equivalent to 5% of the value of quantity contracted. The format of bank guarantee is shown in **Annexure -III.** The Bank Guarantee shall be released only after completion of supply of the entire ordered quantity of codeine phosphate conforming to the specifications laid down in the contract.

**6. PAYMENT TERMS:**

Payment for codeine phosphate shall be made by GOAF within a period of 30 days from the date of receipt of codeine phosphate in India. The payment shall be made after completion of chemical analysis at GOAW, Neemuch/ Ghazipur and issue of certificate to the effect that the imported codeine phosphate conforms to the specifications laid down in Indian Pharmacopeia. The payment shall be remitted directly to the supplier through their bank on COLLECTION BASIS through State Bank of India, Overseas Branch, Jawahar Vyapar Bhawan, 1 Tolstoy Marg, Connaught Place, New Delhi – 110001 or IDBI Bank.

**The documents required to be furnished by the supplier are listed in Para 1 of Annexure IV. Letter of Credit shall not be opened. Other Terms and Conditions are also given at Annexure-IV.**

**7. PRE-CONTRACT INTEGRITY PACT:**

The bidder is required to also submit a Pre Contract Integrity Pact as specified in **Annexure-V** duly signed, along with the Bid.

**8. SEALED OFFERS:**

Sealed offer addressed to the Chief Controller, Govt. Opium and Alkaloid Factories should be deposited by the due date at the following address:-

**Government Opium & Alkaloid Factories,  
19<sup>th</sup> Floor, Jawahar Vyapar Bhawan, STC Building  
Tolstoy Marg, New Delhi – 110001 (INDIA)**

The outer envelopes shall be superscripted as under:

***“TENDER FOR SUPPLY OF CODEINE PHOSPHATE”.***

9. The Government Opium & Alkaloid Factories may at its discretion extend the last date for submission of offers in which case all rights and obligations of Government Opium & Alkaloid Factories and the Bidders who have submitted their bids, shall be extended till the extended date of submission of offers.
10. The manufacturers of Codeine Phosphate shall submit their offers directly in the format prescribed in the Tender Document as Annexure-I. The price is to be quoted on CIP, New Delhi Airport basis and there is no provision for inclusion of charges for Indian Agent, if any, in the offered price. In case of engagement of any Indian Agent by the manufacturer, relevant provisions in this regard as laid down in the General Financial Rules 2017 of the Govt. of India shall apply. For information on GFR 2017, the bidders may refer to the website link-  
***<https://doe.gov.in/order-circular/general-financial-rules2017>***
11. The lowest offered unit price per kg in US\$ at CIP, New Delhi Airport basis will be declared L-1. In the event of lowest rate being offered by more than one bidder, the quantity to be procured shall be distributed equally among all such bidders.
12. All offers received after the last date of submission fixed by GOAF shall be returned unopened to the respective Bidders and not considered.
13. This tender is subject to the policy of Govt. of India for import of narcotic drugs.

Sd/-

Date:

**CHIEF CONTROLLER**  
Government Opium & Alkaloid Factories,  
New Delhi

OFFER

Name of the Firm

Address

Tel No

Fax No.

E: Mail:

Country of Origin	Quantity offered (Kgs)	Airport of loading	Unit price per kg in US\$			
			FOB	Freight	Insurance	CIP
1	2	3	4	5	6	7

DELIVERY SCHEDULE:

Sl.No.	Qty. of Codeine Phosphate ( Kgs)	Month of supply

- a) We certify that the codeine phosphate to be supplied shall not be manufactured out of seized opium.
- b) The codeine phosphate to be supplied shall be manufactured out of -----purchased from-----or licitly produced in-----.
- c) We have carefully gone through the terms and conditions of the Tender Document and hereby agree to abide by the same.

Name & Signature of the Bidder  
Seal of Designation

**BANK GUARANTEE FORMAT FOR FURNISHING BID BOND**

Whereas (Name of supplier .....

(hereinafter called the “tenderer”) has submitted their offer dated.....

for the supply of Codeine Phosphate(hereinafter called the “tender”)against the purchaser’s tender enquiry No.

.....

KNOW ALL MEN by these presents that WE (Name of Bank).....

..... having our registered office at .....

are bound unto Government Opium and Alkaloids Factories (hereinafter called the “Purchaser)in the sum of **US \$ 1,10,000 (USD ONE LAC TEN THOUSAND)** for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**ANNEXURE - III**

**BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE**

To

The President of India

WHEREAS .....  
(name and address of the supplier) (here-in-after called "the supplier")  
has undertaken, in pursuance of contract no..... dated  
.....to supply (description of goods and services) (herein after  
called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the  
supplier shall furnish you with a bank guarantee by a scheduled commercial  
bank recognized by you for the sum specified therein as security for  
compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;  
NOW THEREFORE we hereby affirm that we are guarantors and responsible  
to you, on behalf of the supplier, up to a total of  
.....  
..... (amount of the guarantee in  
words and figures), and we undertake to pay you, upon your first written  
demand declaring the supplier to be in default under the contract and  
without cavil or argument, any sum or sums within the limits of (amount of  
guarantee) as aforesaid, without your needing to prove or to show grounds  
or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the  
supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the  
terms of the contract to be performed there under or of any of the contract  
documents which may be made between you and the supplier shall in any  
way release us from any liability under this guarantee and we hereby waive  
notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch

**TERMS AND CONDITIONS OF TENDER**

**1. DOCUMENTS REQUIRED:**

Four sets of following documents are required:

- i. Commercial invoice showing name, value and weight of goods
- ii. Certificate of Origin
- iii. Certificate of Analysis (lot-wise / batch-wise)
- iv. Weight Certificate
- v. Packing Slip
- vi. Certificate of Confirmation stating that material supplied under the contract is correct as to the quantity, rate, total value and conforms to the specifications as laid down in the **Annexure I**.
- vii. Policy of Insurance
- viii. Airway Bill
- ix. Export Permit

Each set shall contain original documents as far as possible. Wherever more than one set of original documents cannot be furnished, certified photocopy of such documents are to be enclosed with the remark on the photocopy that original document has been sent to accompany the consignment. The supplier shall convey the flight particulars of consignment by fax.

The following documents are also required to be faxed to GOAF as early as possible, before the arrival of consignment in India:

- i. Commercial Invoice
- ii. Airway Bill
- iii. Weight Certificate
- iv. Analysis Certificate

**2. DELIVERY PERIOD:**

In respect of business concluded against this tender the following conditions will apply:

Delivery is the essence of the contract and shall be treated as firm. Any delay in effecting contracted arrivals, will render the sellers liable for breach. Govt. Opium and Alkaloid Factories would be entitled to terminate the contract and claim all the losses/damages due to breach of contract by the Sellers. If in its sole discretion, the Govt. Opium & Alkaloid Factories decides to accept the goods, the sellers will be liable to pay liquidated damages @ 2% of the value of the goods, shipments of which is delayed beyond the contractual period per month or part thereof. Material offered should be supplied from freshly manufactured batches, i.e., the material should not be more than 3 months old from the date of manufacture at the time of dispatch. Each container will carry the original label of manufacturer indicating name and place of manufacture, manufacturing license number, batch number, manufacturing date and date of expiry, if applicable. In the event of delay or failure to execute the supply order after acceptance by the Seller, the Buyer without prejudice to any other right available under law shall have the option to purchase from elsewhere, at the risk and cost of Seller, the material not delivered as per schedule.



**3. FORCE MAJEURE:**

- i. If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, civil commotion, sabotage, quarantine, restrictions, Act of God and - Acts of Government (including but not restricted to prohibition of exports or imports), fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
- ii. Any waiver /extension of time in respect of the delivery of any installment/. or part of the goods occasioned due to reasons in (i) above, shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- iii. If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- iv. The party which is unable to fulfill its engagements under the present contract may within 15 days of occurrence of any of the cause mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce in the country of the Sellers or the Buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material of the contracted goods will not be an excuse to the Sellers for not performing their obligations under the contract.

**4. ARBITRATION:**

In the event of any dispute/disputes arising under or out of or relating to the construction, meaning, operation or effect of this contract or breach thereof, the matters in dispute shall be settled by arbitration at New Delhi (India) in accordance with the rules of Arbitration of Indian Council of Arbitration (ICA), and the award made in pursuance thereof shall be final and binding on the parties to the contract.

(Signature of Tenderer)  
Full Name, Designation and  
Address of Signatory

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on \_\_\_\_\_day of the month of \_\_\_\_\_2020 , between, on one hand, the President of India acting through **Capt. Sanjay Gahlot, Chief Controller** , Govt. Opium and Alkaloid Factories, Ministry of Finance, Department of Revenue, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_represented by (Name\_\_\_\_\_, )Designation (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Codeine Phosphate) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, andEnabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4\* BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- \* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any thirdperson to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. BID BOND**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount as specified in the Tender Document as Bid Bond with the BUYER through a confirmed guarantee by an Indian Nationalized Bank, as per the format specified in Annexure-II of the tender document.
- 5.2 The Bid Bond shall be valid up to a period of specified in the tender document or the complete conclusion of the contractual obligations to the complete satisfaction of the both BIDDER and BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Bid Bond/ Performance Guarantee for the period of its currency.

#### **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (iii) The Bid Bond (in pre-contract stage 1 and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof).
  - (iv) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (v) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (vi) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (viii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (xi) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The name and address of the Monitors so appointed will be uploaded on the departmental website [www.goaf.gov.in](http://www.goaf.gov.in) shortly.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Chief Controller,  
Govt. Opium and Alkaloids Factories  
Ministry of Finance, Deptt of Revenue  
19<sup>th</sup> Floor, JawaharVyaparBhawan,  
Tolstoy Marg, New Delhi-110001

**Name of the Officer  
(Name of Authorised Signatory)  
Designation**

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_