



GOVT. OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF REVENUE
GOVT. OPIUM & ALKALOID WORKS
GHAZIPUR (U.P.)-233001

☎ 0548-2220237, 2221201, Fax- 2220601, E-mail: goawgzup@gmail.com, <http://goaf.gov.in>

F.No. 10/4/Adm/2015 Part I

Dated 20 March, 2017

TENDER –NOTICE

The General Manager, Govt. Opium & Alkaloid Works, Ghazipur (located nearly 73 Kilometers from Varanasi) invites sealed tenders in Two Bid System from the Manufacturers/ Authorized Dealers of the Online effluent and emission monitoring system for the supply, installation, testing and commissioning of equipment and instrument at Effluent Treatment Plant and Boiler House of GOAW, Ghazipur. Detailed specification of the equipment, instruments, scope of the work to be executed **under the CPCB guidelines** (SCHEDULE-A) and the terms & conditions (SCHEDULE-B) will be provided along with the tender document. These can be downloaded from departmental website goaf.gov.in or eprocure.gov.in. Such tenders should attached a D.D. of Rs.500/-as tender document fee in favour of the “Assistant Chief Accounts Officer, GOAW, Ghazipur” payable at Ghazipur or tender documents may be collected from office of the General Manager, GOAW, Ghazipur during working hours on non-refundable payment of Rs. 500/- in cash or D.D. drawn in favour of the “Assistant Chief Accounts Officer, GOAW, Ghazipur payable at Ghazipur.

The tenders in two parts i.e. Technical & Commercial offer (Part-I) and Price Offer (Part-II) duly addressed to the General Manager, should be submitted in separate sealed envelopes super-scribed with words “Tender for the procurement of Online effluent and emission monitoring system” and both these envelopes are to be put in bigger envelope which should also be sealed and duly super scribed and submit though registered post/speed post/by hand upto 4:00 pm on 11.04.2017. Technical & Commercial offer (Part-I) should be in accordance with schedule-B but rate should not be mentioned in technical bid.

The Technical & Commercial Offer (Part-I) for items would be opened at 4:30 PM on 11.04.2017. The Price offer (Part-II) shall be opened on 17.04.2017 at 4:30 PM, only if Technical and Commercial Offer (Part-I) is found acceptable as per required specifications. Price offer (Part-II) shall be opened in respect of those bidders whose Technical and commercial offer (Part-I) is found suitable and acceptable as per required specification.

The Technical offer must be accompanied with Earnest Money of Rs. 1,00,000.00 (One Lakh only) except from those who are registered with the central purchase organization, National Small Industries Corporation (NSIC) or the concerned Ministry or department. The bidder who wants to take exemption on the above basis, they have to produce certificate as required in this regard. Earnest Money should be deposited in the form of a Demand Draft issued by any Nationalized Bank in favour of “Asstt. Chief Accounts Officer, Govt. Opium & Alkaloid Works, Ghazipur” payable at Ghazipur. The Demand Draft must have been issued between the date of Tender Publication and the Last date of submission of tender. EMD deposited for any other work will not be adjusted in this proposed work.

The Tender documents are not transferable. Offer and documents submitted shall be signed and stamped on each page. No correction/overwriting in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

Manager

Copy to :-

1. Notice Board, Hqrs. , New Delhi/ GOAW, Ghazipur
2. PS to the CCF, New Delhi for information
3. Supdt (Exe.) CCF office, New Delhi for upload tender notice on the departmental website.

Manager

To

The General Manager
Govt. Opium & Alkaloid Works
Ghazipur (U.P.) 233001

SUBJECT : TENDER FORM FOR ONLINE EFFLUENT AND EMISSION MONITORING SYSTEM.

Dear sir,

Please refer to your Tender Notice No. ----- dated-----.

We are interested to quote the following rates for the items mentioned here under as per specifications (SCHEDULE- A) covered under reference tender notice:

SCHEDULE- A

S.No.	Details of works/Name of items	Qty.	Rate excluding tax/duties	Tax/duties	Total Amount Quoted including tax & duties in Rupees.
(A)	Supply, installation, testing and commission of Online Effluent monitoring System as per CPCB guideline dated 07.11.2014 or latest				
1	Supply, installation, testing and commissioning of UV –Vis spectroscopy based organic pollutant monitoring system for COD/BOD/TSS with automatic turbidity compensation and rotary technique for stable difference point with in-build memory and analog output. Technical Specification: (i) Measurement items: COD, BOD and TSS based on UV-Vis Spectrophotometry. (ii) Measurement Range: COD up to 1000 ppm (iii) Response Time: < 5 (five) minute (iv) Cleaning: Automatic & Manual (v) Wavelength: Double Beam with Entire Spectrum Scanning Between 190-750nm (vi) Operating temp.:0 to 45 ⁰ C (vii) Display methods: Touch Screen HMI. (viii) Must have provision of a	01			

	<p>system memory (non-volatile) to record data for at least one year of continuous operation.</p> <p>(ix) Calibration method: Solution calibration via zeroing to DI water.</p> <p>(x) Communication Port : RS-485/RS 232, USB</p> <p>(xi) The system should comply with CPCB guidelines issued on 07.11.2014 or latest guidelines.</p> <p>(xii) UV-Vis Light Source : Xenon flash Lamp preferred.</p>				
2	<p>PH Sensor (Electrode method)</p> <p>Technical Specification:</p> <p>(i) Operating Range: 0 to 14 pH</p> <p>(ii) Response time: 30 second</p> <p>(iii) Measuring principle: Combined electrode Ag/Agcl refilled electrolyte (KCL).</p> <p>(iv) Resolution: 0.01 pH</p> <p>(v) Electrical Connections: Watertight plug head connection.</p> <p>(vi) Operation temperature: 0^o to 60^o C</p> <p>(vii) Calibration: automatic calibration and manual</p>	01			
3	<p>Flow Meter (based on ultrasonic principle). Supply, installation, testing and commissioning of open channel flow meter which has to be installed in the channel without modification or as required.</p> <p>Technical Specification</p> <p>(i) Operating Principle: ultrasonic.</p> <p>(ii) Mounting: Top</p> <p>(iii) Type: two wire</p> <p>(iv) Minimum liquid rise for flow: 100ml</p> <p>(v) Process temperature: 10^oC to 60^oC</p> <p>(vi) Resolution: 1mm</p> <p>(vii) Update time: Less than 1 min.</p> <p>(viii) Display: LCD display</p>	01			
B	Supply, installation, testing and commission of Online Emission Monitoring System as per CPCB guideline.				
1	Supply, installation, testing and commissioning of the monitoring system	01			

for NO_x , SO_x and CO in high moisture conditions.

Technical Specification for NO_x :

- (i) Measuring method:
Chemiluminescence
- (ii) Measuring Range: 0-2000 ppm
- (iii) Display: Large OLED display.
- (iv) Resolution: 1 ppm
- (v) Auto/ remote calibration with calibration gas cylinder.
- (vi) Internal ozone generation.
- (vii) Communication Port: RS-485/ RS-232 & USB.
- (viii) Data logging: Supports internal data logging.

Technical Specifications for SO_x/SO₂

- (i) Measuring method:
Fluorescence
- (ii) Measuring Range: 0-2000 ppm
- (iii) Display: Large OLED display.
- (iv) Resolution: 1 ppm
- (v) Auto/ remote calibration with calibration gas cylinder.
- (vi) Inbuilt zero air generator for instrument zeroing.
- (vii) Comes with moisture and hydrocarbon removal system.
- (viii) Communication Port:RS-485/ RS-232 & USB.
- (ix) Data logging: Supports internal data logging.

Technical Specifications for CO

- (i) Measuring method: **NDIR** technique.
- (ii) Measuring Range: 0-2000 ppm
- (iii) Display: Large OLED display.
- (iv) Resolution: 1 ppm
- (v) Auto/ remote calibration with calibration gas cylinder.
- (vi) Communication Port:RS-485/ RS-232 & USB.
- (vii) Data logging: Supports internal data logging.

2 Supply, installation, testing and commissioning of the monitoring system for **SPM, Dust Monitor** based on inductive electrification measuring principle with auto calibration, with auto

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	<p>cleaning arrangements.</p> <p><u>Technical Specification</u></p> <ul style="list-style-type: none"> (i) Measuring objects: Solid particles in gas flow (ii) Measurement Principle: Inductive Electrification (iii) Measuring Range: From 0.1 mg per m³ (iv) Signal dumping time (mA): 0-300 second (v) Relay Delay time: 0-180 second (vi) Particle size: 0.3 µm or larger (vii) Relay Alarm setting: Automatic. (viii) Offset Trim: Automatic drift Compensation (ix) Gas Velocity: minimum 4m/s (x) Probe Length: As required 				
C	Supply, installation, testing and commission of Common data transmission system as per CPCB guideline dated 07.11.2014 or latest				
1	<p>Common data transmission to CPCB and UPPCB through cloud server for effluent and emission monitoring system as per CPCB Guidelines</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> (i) Supply of Data Acquisition system which can connect all parameters to be monitored (ii) GPRS/LAN/Broadband / 3G based RTU for remote communication. (iii) The communication to the system should be two ways for ability to view settings and make change to the configuration over the air, as and when required. (iv) The system shall be able to transmit data on real time basis to SPCBs/PCCs and to CPCB via cloud based system on a regular interval of time. (v) Data validation facility with feature to transmit raw and validated data to central server. (vi) The wireless gateway should include comprehensive IP protocols and IPSEC VPN support for high end routing and security. 	02			

	<ul style="list-style-type: none"> (vii) Full routing/IP filtering + IPSEC/SSL VPN with DES, 3DES or AES encryption and support or MODBUS/MODBUS TCP. (viii) Data storage should be available for minimum period of 5 years. (ix) Should be enterprise class remote monitoring platform. (x) Should have remote system access from central server provisioning log file access. (xi) There should be provision to send system alarm to central server in case of any changes made in configuration and calibration. (xii) Should have provision for multi-server data transmission from each location without the requirement of any local computer or server installation. (xiii) Capable of collecting data on real time basis without any human intervention. (xiv) Automatic data pick up, data transmission, data integration at server. (xv) In case of delay in collection of data due to any reason the data transmission is marked delayed data and reports of delayed data should be displayed on the portal. (xvi) Should support two-way communication, sending diagnostic of instrument on demand with central server at multiple locations. (xvii) Capable of transmitting the data along with diagnostic of the instrument. 				
2	<p>Desktop (branded) 7th Generation intel i5-7400 processor Windows 10 Home, Memory -8GB, HDD – 1TB, Monitor 19” Port –Rear- 4 USB 2.0 Front – 2USB 3.0, VGA &HDMI with all required accessories including</p>	01			

	branded Printer – Multi function Colour Laser Printer				
3	<ul style="list-style-type: none"> - Control room complete civil work constructed with RCC roof size-3.5 meter X 2.5 meter, height- 3.5 meter complete with suitable window doors and vitrified floor, tiles, suitable wall tiles up to 5 ft height etc. (as CPWD norms). - Underground /Wall electric wiring with ISI mark wires & fittings along with proper earthing and lighting arrangements. - Supply and fixing of 1.5 Tone, 5 star rating Split Air Conditioner with suitable stabilizer. - Required necessary arrangement for proper functioning of CEMS and Effluent Monitoring System. 	1 Room			
4	<ul style="list-style-type: none"> - Constant Voltage Transformer (CVT) – 3 KVA - Online UPS system (2KVA) with 15min backup. 	01 01			

(Total Amount in words):-

Note:- All above work must be done as per CPCB Guideline uploaded on website of CPCB dated 7th November 2014 or latest.

Terms and conditions:

(A) General Conditions :

- i. All the works must be executed as per CVC/CPCB guidelines.
- ii. The Tenderer will have to produce copy of registration certificates with Sales Tax department, Excise/Service tax department and copy of PAN CARD along with the tender form or any amended tax related order issued by the Govt.
- iii. The tenderer will have to produce solvency certificate from any Nationalized Bank along with the tender form.
- iv. The tenderer should furnish the statement of supplies made by them during the last three years giving the value of individual supply made and the party's name thereof with tender.
- v. The rates quoted for any item will be valid for **at least six months** from the date of opening of Technical & Commercial offer (Part I). Escalation clause will not be accepted.
- vi. No insurance charges will be paid by the department.
- vii. The facilities and inputs which will be provided by the GOAW, Ghazipur : Water, and Electricity.
- viii. The Supplier will provide all materials/accessories/nut-bolts required for the installation, testing & commissioning of the item ordered and his rates would be deemed to include the cost thereof.
- ix. In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc. or requirement of different codes/standard/specified, the same to be brought to the knowledge of the department in writing with reference for such clarifications before submission of bid, otherwise, more stringent requirements as may be interpreted by this department shall prevail and shall be binding.
- x. Tax and duties should be shown separately and should also be added in the total amount quoted. Total amount quoted should be quoted in Indian rupees shown both in numbers and words.
- xi. Place of delivery will be GOAW, Ghazipur and prices will be on FOR basis. No other charges including transportation charges, Packaging, forwarding, transit insurance etc. will be paid separately.
- xii. The General Manager reserves the right to reject any or all the tenders without any reason thereof and his decision will be final. He will also have right to relax any condition (s) on appropriate ground.
- xiii. Any dispute arising out of this tender and subsequent supply, installation, commissioning, testing and execution of other related work will be under the jurisdiction of the District Court at Ghazipur.
- xiv. The contractor should be capable to look maintenance, after sale & service and be able to supply spare parts at least for five years.
- xv. Contractor/ Firm shall comply with the Factory Acts, labour laws and safety laws in force from time to time.
- xvi. Any other Rules and regulations, conditions etc. what are in force at present and that any be framed by this Works from time to time in connection with the contract will be binding and acceptable to the contractor.
- xvii. All the General T&P required for executing the job is to be arranged by contractor and no extra payment will be done. T&P shall include spanners of inch size, mm sizes, hammer,

- screwdriver, chain pulley block, winches, other lifting equipment devices, sling, D shades, eyebolt, etc. for the above job.
- xviii. Work is to be started at 07:00 AM in the morning and shall continue up to 10:00 PM or as directed by the engineer incharge with the approval of the Manager.
- xix. The tenderer (s) have to enclose one copy of the set of Terms & Conditions SCHEDULE-B duly accepted, signed and sealed, with the technical bid (part-A). The tender (s) received without accompanying of above, duly sealed & signed will not be considered.
- xx. Bidders are advised to visit the plant/site and familiarize themselves with the existing system, plant, equipment and layout etc. before quoting techno-commercial offer. Since the work is of technical and sophisticated nature, therefore a pre-bid conference is to be held on 27.03.2017 at 3.00.p.m. in the conference room of General Manager's office Ghazipur. The bidders interested may attend the conference and enquire about the specification and other conditions and may clear their doubt.
- xxi. Bidders shall have to adopt integrity pact to ensure transparency and equity in the contract. Integrity pact attached to the tender document will have to be submitted with Technical and Commercial bid duly signed by appropriate signatory on behalf by bidders.
- xxii. As the communication of data to UPSPCB and CPCB is of prime importance, following guidelines shall be mandatory requirement of tender
- (A) Bidder shall have to configure cloud server such as to enable the CPCB to view online data.
- (B) Bidder shall have to cloud server such as to enable UPSPCB to view online data.
- (C) Bidder shall submit an evidence that the CPCB and UPPCB has been able to view the online data.
- xxiii High end technology with low operational cost will be preferred.

(B) Security Deposit/ Performance Guarantee:

- i. Successful bidder shall furnish a security deposit within 7 days when it will be asked in the form of D.D./FDR in the favour of "Asstt. Chief Accounts Officer, Govt. Opium & Alkaloid Works, Ghazipur (U.P)" @ 10% of the ordered value.
- ii. The security deposit will not be returned till the period of guarantee/warranty.

(C) Inspection and Testing :

- i. The work/items under the job/tender may be inspected on the GOAW, Ghazipur after its supply and installation, as decided by the competent authority.
- ii. Any damage in the equipment/plant/machinery/vehicle during the supply, installation, testing noticed during the inspection shall be on the account of supplier and he would not be entitled to any payment for the loss or damage caused to the equipment. The damaged item will be replaced immediately by the supplier at his cost.
- iii. The General Manager reserves the right to subject the works to a second inspection and testing by an authority nominated by him or to inspect and test the works himself and may reject them if not found conforming to the laid down standards and specification, within a period of six months from the date of acceptance by the **normal inspecting authority** mentioned above even if the works done have been accepted, passed and paid for. The Contractor shall carryout such rectification works within a period of one month on receipt of due notice in writing at his cost.
- iv. Test Certificates in support of material specification mentioned in shall be made available to us for equipment. The manufacturer's test certificate in original is

acceptable. Wherever, the test certificates from outer agencies are being furnished the same shall be submitted without extra cost to this work.

- v. The bidders should insure regular maintenance and operation of online monitoring system during the guarantee period i.e 2 years with taper proof mechanism having facilities for online calibration.

(D) Supply/Delivery Schedule :

- i. The delivery of the equipment/machinery/instruments has to be completed **within 30 days** from the date of order. In case of any delay in delivery, there will be a penalty of @ 5% of value of the order for every 10 days or part thereof the delay.
- ii. In case the Tenderer withdraws his tender or in the event of his tender being accepted, fails to accept the order within the stipulated time the Earnest Money furnished by him shall be liable to be forfeited without any prejudice to other rights of the Govt. under the law.
- iii. In case the supplies are not completed within the stipulated period, the order may be cancelled and the items may be sent back without any liability on the cost of supplier, whatsoever towards the department and the defaulting supplier shall be responsible for the loss. Differential cost arising out of supply made by another supplier will be recovered from the first supplier.
- iv. The department accepts no responsibility and liability for the loss or damage to the items in transit or for the rejected item of the equipment/plant/machinery/vehicle.
- v. The installation, commissioning and testing of equipment/ machinery/ instruments has to be completed within 30 days after its supply failing which a penalty of @2% of the values of the order for every 10 days or part thereof, the delay will be imposed.

(E) Guarantee/ Warranty

- i. The items supplied would bear a guarantee for a period of **two year** from the date of installation & commissioning of equipment/plant/machinery/ vehicle with regard to the quality of stores fitted and workmanship. The supplier shall carry out such rectification, including replacement of spares wherever warranted within a period of 7 days of receipt of communication regarding defects at his cost, failing which the department reserves the right to get such rectification, works done at his risk and cost.

(F) Payment Instructions :

- i. 50% payment shall be released against supply of entire material to this Works with proper test certificates. Balance 25% payment on successful completion of fabrication installation, remaining balance 25% payment on successful testing and commissioning of the entire system at this Works.
- ii. Prescribed pre-stamped bills in triplicate will be submitted to the paying authority after fulfilling condition mentioned herein along with copy of our supply order.
- iii. The bills alongwith connected documents will be subjected to pre audit by departmental finance section prior to releasing payment.
- iv. Payments will be made through A/C payee cheques/RTGS/e-payment.

G) Recovery of Outstanding Dues :

The department reserves the right to recover outstanding dues Penalty etc. from the firm from Earnest Money Deposit/Security Deposit/any amount available with the department.

The above conditions are accepted.

INTEGRITY PACT

Govt. Opium and Alkaloid Works Ghazipur herewith referred to as “The Principal”.

And

.....herewith referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudice persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be an substantive suspicion in this regard, the Principal will inform the Chief Vigilance officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a). The Bidder(s)/ Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b). The Bidder(s)/ Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - (c). The Bidder(s)/ Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d). The Bidder(s)/ Contractor (s) of foreign shall disclose the name and address of the Agents/ representatives in India, in any. Similarly the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex.

- (e). The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-“B”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be Banning of business dealing”.

Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains Knowledge of, conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/ Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Controller of Factories.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) Contractor(s)/ Subcontractor(s) with confidentiality.

- (4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond his, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a writer report to the CCF with 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation as determined by the General Manager, Govt. Opium and Alkaloid Works, Ghazipur.
- (8) If the Monitor has reported to the Chief Controller of Factories, a substantiated suspicion of an offence under relevance IPC/PC Act, and the CCF has not within the reasonable time taken visible action to proceed against such office or reported it to the Chief, Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other bidders 6 months after the Contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CCF.

Section 10 – Other Provisions

- (1) The agreement is subject to Indian La. Place of performance and jurisdiction is the GOAW, Ghazipur.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & On behalf of the Principal)
 (Office Seal)

 (For & On behalf of Bidder/ Contractor)
 (Office Seal)

Place-----

Date-----

Witness 1 :
 (Name & Address)

Witness 2:
 (Name & Address)

