



GOVT. OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF REVENUE  
GOVT. OPIUM & ALKALOID WORKS

**GHAZIPUR (U.P.)-233001**

☎ 0548-2220237, 2221201, Fax- 2220601, GSTIN No.09AAAGG0195B1ZS,  
E-mail: goawgzup@gmail.com, <http://goaf.gov.in>

F.No. 2/43/2022/PSC

Dated :27.11.2024

**TENDER –NOTICE**  
**INVITING TENDER NO:**  
**GOAW/GZP/076/2024-25**

1. The O/o General Manager, Govt. Opium & Alkaloid Works, Ghazipur (located nearly 73 Kilometers from Varanasi) invites sealed tenders in Two Bid (Technical Bid and Financial Bid) Online tender System from the Manufacturers/ Authorized Dealers for the Supply, installation, testing and commissioning of the Plant & Machinery items for Morphine Sulphate Unit as per the under mentioned Annexure-A to this notice Inviting Tender.

Sl. No.	Name of the Items	Quantity	Single Bid/ Two Bid
1.	M.S. Glass Lined steam jacketed Reaction vessel. Capacity – 500 Ltrs.	01 Nos.	<b>Single Bid</b>

**2. CRITICAL DATES OF TENDER**

Sl. No.	Particulars	Date & Time
1	Publish Date & Time	27.11.2024 & 18:00 hrs.
2	Sale/Documents Download Start Date & Time	27.11.2024 & 18:00 hrs.
3	Sale/Documents Download End Date & Time	17.12.2024 & 15:00 hrs
4	Clarification Start Date & Time	27.11.2024 & 18:00 hrs.
5	Clarification End Date & Time	17.12.2024 & 15:00 hrs
6	Bid Submission Start Date & Time	27.11.2024 & 18:00 hrs.
7	Bid Submission End Date & Time	17.12.2024 & 15:00 hrs
8	Bid Opening Date & Time	18.12.2024 & 15:00 hrs

3. Tender Documents may be downloaded from Central Public Procurement Portal (CPPP) site <http://eprocure.gov.in/eprocure/app> as per the schedule given in the times schedule for tender as above. Aspiring Bidders who have not enrolled/registered for e-procurement should enrolled/ registered before participating through the website <http://eprocure.gov.in/eprocure/app>. The Portals enrolment is free of Cost. Bidder shall submit their quotation online at <http://e-procure.gov.in/eprocure/app> as per the tender documents published. Bidders are requested to follow

the instructions carefully as per the tender document and the instrument given in the above said website.

4. The tenderer shall be online in two part viz Technical bid and Financial bid along with all the tender documents The format of technical bid given in the Annexure -A,B,C,D,E & F. All the pages of the bid is sequentially numbered and signed. Overwriting, If any has to be dully certified/ attested by the bidder or his authorised signatory irrespective of nature of the contents of the documents before uploading. Bid submitted without copies of documents specified shall be summarily rejected. The offer submitted through any means other than uploading on the CPP website <http://eprocure.gov.in/eprocure/app> shall not be considered and no correspondence will be entertained in this matter.

5. Interested parties are advised to visit CPP website <http://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum /addendum/amendment.

6. In the event of any of the above mentioned date being subsequently declared as a holiday/Closed day for this office, the tenders will be opened on the next working day at the scheduled time without further notice.

7. Interested party may also download the tender from official website- [www.goaf.gov.in](http://www.goaf.gov.in)& The bids, complete in all respect should be submitted exclusively through the govt. E-procure portal <http://eprocure.gov.in/eprocure/app> on or before 15.00 pm on 17.12.2024

For any clarification Manager, GOAW, Ghazipur may contacted at the office or on telephone number 0548-2221201

Enclosures:

- (i) Annexure-A (Product specifications).**
- (ii) Annexure-B (General information for the tenderers and Terms & conditions)**
- (iii) Annexure- C (Technical Bid Format)**
- (iv) Annexure – D (Tender Acceptance Letter)**
- (v) Annexure – E (Special Instructions for e-submission of bids)**
- (vi) Annexure-F (Amount of EMD to be deposited and integrity pact submitted after signed  
Along with Technical bid)**

**MACHINE SPECIFICATION**

**GOVT. OPIUM & ALKALOID WORKS, GHAZIPUR(U.P)**

**REF. F.N-2/43/2022/PSC**

**DETAILED SPECIFICATION OF MACHINERY ITEMS:-**

**(1) Particulars of M.S. Glass Lined Steam Jacketed Reaction Vessel**

M.S. glass Lined steam jacketed reaction vessel fabricated from following detailed items. -- 1 No.

1) Working capacity	- 500 Ltr
2) Total gross capacity	- 600 Ltr
3) Jacket test pressure	- 10 kgs/ cm <sup>2</sup>
4) Jacket working pressure	- 3.5 kgs/ cm <sup>2</sup>
5) Agitator RPM	- 50
6) Jacket Material	- MS
7) Extractor Material	- MS ( Glass lined)
8) Bottom	- welded dished end
9) Top	- Bolted dished end
10) Motor	- Suitable, 3 phase, AC, flame proof, Induction motor
11) Gear	- Radicon reduction
12) Agitator	- Anchor type, glass lined/ S S 316 ( suitable & effective )
13) Baffle plate	- Fabricated from suitable S S- 316 plate - 4 nos.
14) Thermometer	- Bulb and capillary type, dial, range - 0` to 100`c
15) Thickness of Vessel body	- 6 mm

Reaction vessel fitted with stuffing box, bearing housing, safety valve, Pressure gauge and air vent, bottom outlet S S -316 ball valve flanged type size 65 mm, top provided with light and side glass, charging gate with lid and other 2 nos nozzle flange type of 50 mm and two no SS 316 nozzle flange type of 25 mm all the flanges be drilled and provided with other spare flanges for connection, MS Jacket fitted with steam I/L and O/L flange type of 25 mm, water I/L & O/L connection with 25 mm with flange, The extractor should be fitted with a SS 316 flange type ball Valve size 50 mm in the lower side at a distance of about 400 mm from the bottom in the side of extractor and 4 nos of leg support for installation.

**Ministry of Finance, Dept. of Revenue,  
Govt. Opium & Alkaloid Works,  
Ghazipur (U.P)**

TENDER No. : **GOAW/GZP/076/2024-25**

**TENDER DOCUMENTS**

**GENERAL INFORMATION FOR THE TENDERERS**

1. With reference to this office tender notice issued vide F.No.2/43/2022/Psc dated 27.11.2024, sealed tenders are invited for purchase of Plant & Machinery items from established/ reputed manufacturers/distributors or their accredited agents as per specification enclosed with the Tender Documents.
2. Last date for uploading of tenders is up to **15:00 Hrs. of 17.12.2024**. Tenders uploaded after due date, time and not in prescribed tender document will not be considered. The tenders are to be submitted (Uploaded) in the prescribed Tender Documents, in respective covers.
3. Tenders uploaded upto prescribed time and date will be opened on **15:00 Hrs. of 18.12.2024**
4. Technical Bid in the prescribed format as per Annexure C shall be duly filled in and signed by the authorised signatory and uploaded online by the bidder in Cover-I along with the self- attested and stamped scanned copies of the following documents:-

**Cover-I**

- a. **Scanned Copy of the current and valid Trade License and Dealership Certificate as applicable.**
- b. **Scanned Copy of the current and valid GST Registration Certificate.**
- c. **Tender Acceptance Letter in format given in Annexure-D**
- d. **Scanned Copy of EMD and Integrity Pact after signed.**
- e. **A Self declaration on stamp paper shall be submitted duly notarized to the effect that the firm is not BLACK LISTED for Government transaction by any Department / PSU of Government of India. It should be not more than one month old and tender id should be mentioned.**
- f. **Firm must be submitted suitable drawing of related machines, which can be amended by the Works Engineer if required, without submission of drawing proposal will not be considered.**
- g. **The Financial Bid (as in BOQ) shall be duly filled in, digitally signed and uploaded online by the bidder.**

In case the tenderer fails to submit any of the documents as stated above, Financial bids of the bidder shall not be considered for opening and shall be rejected straight away without any further reference.

**Cover-2**

**The Financial Bid (as in BOQ) shall be duly filled in, digitally signed and uploaded online by  
The bidder**

5. Both technical and financial bid should be submitted online through Central Public Procurement portal e-Tender system website <http://eprocure.gov.in/eprocure/app>. Off line bid shall not be accepted.

**NOTE -**

- 1- Price is in BOQ Excel form.
- 2- Price format may be downloaded from e-procurement site <http://e-procurement.gov.in/eprocure/app>
- 3- Tenderers should not modify the price bid.
  
5. If it is noticed that the goods supplied do not confirm to the specification of the order of the GOAW, Ghazipur shall have the right to reject the material in part or full. The supplier shall be liable to replace the rejected material within the stipulated time. Till the replacement is done, the rejected material shall be lying at the risk cost and responsibility of the supplier.
6. Earnest money of the unsuccessful tenderers shall be released after finalization of the tenders, as per General Financial rule 2017. Interest on the Earnest money deposit/ Security deposit will not be paid on any score, what so-ever.
7. A self declaration on the Stamp paper shall be submitted dully notarised to the effect that firm is not BLACK LISTED for govt transactions by any department/ PSU of govt of India.
8. The General Manager Alkaloid works, Ghazipur reserves the right to reject or accept any tender without assigning any reason.

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**MANAGER**

**Terms and conditions:****(A) General Conditions :**

- i. The Tenderer will have to produce copy of registration certificates with Sales Tax department, GSTIN No., Excise/Service tax department and copy of PAN CARD along with the tender form.
- ii. The tenderer will have to produce solvency certificate from any Nationalized Bank along with the tender form.
- iii. The tenderer should furnish along with the tender 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.
- iv. 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.
- v. No insurance charges will be paid by the department.
- vi. The facilities and inputs which will be provided by the GOAW, Ghazipur : Water, Electricity, all pipe lines with fitting, electric cable and suitable steel structure platforms.
- vii. The Supplier will provide all materials/accessories/oils/grease/welding electrodes/nut-bolts required for the installation, testing & commissioning of the item ordered and his rates would be deemed to include the cost thereof.
- viii. 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.
- ix. 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.
- x. 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.
- xi. The General Manager reserves the right to reject any or all the tenders without any reason thereof and his decision will be final.
- xii. 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.
- xiii. The contractor should be capable to look maintenance, after sale & service and be able to supply spare parts at least for five years.
- xiv. Contractor/ Firm shall comply with the Factory Acts, labour laws and safety laws in force from time to time.
- xv. 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.
- xvi. 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.
- xvii. 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.
- xviii. Firm must be submitted suitable drawing of related machines, which can be amended by the Works Engineer if required, without submission of drawing proposal will not be considered.

- xix. The tenderer (s) have to enclose one copy of the set of Terms & Conditions SCHEDULE-A 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.

**(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/warrantee.

**(C) Inspection and Testing :**

- i. The work/items under the job/tender may be inspected either on the premises of the bidders before delivery or at the premises of this department after its supply, 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 SCH-B shall be made available to us for mechanical, Electrical, instrumentation items etc. The manufacturer's test certificate in original is acceptable. Wherever, the test certificates from outer agencies (i.e. CMRI, IBR & IS) are being furnished the same shall be submitted without extra cost to this work.

**(D) Supply/Delivery Schedule :**

- i. The delivery, installation, commissioning and testing of equipment/ machinery/ instruments has to be completed within **30** days from the date of order. In case of any delay in delivery, installation, commissioning and testing, there will be a penalty of @ 5% of value of the order up to first 30 days and @10% of value of the order upto next 30 days thereafter 10% of value of the order for next every 10 days will be imposed.
- 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.

**(E) Guarantee/ Warranty**

- i. The items supplied would bear a guarantee for a period of one 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.
- ii. All Equipment/Machinery to be supplied should be in conformity with GMP Requirements as laid down in the Drugs & Cosmetics Act and Rules, if such requirements are applicable for these items.

**(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 along with 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.

Manager



**Ministry of Finance, Dept. of Revenue,  
Govt. Opium & Alkaloid Works,  
Ghazipur (U.P.)**

**TENDER No. : GOAW/Ghazipur/076/2024-25**

**TECHNICAL BID**

- a. Name & Address and Telephone number  
Of the Firm/Bidder :
- b. Name & Address of the Authorized Signatory :  
Tel. No. of the Authorized Signatory :
- c. i) Details of the firm :
- ii) In case of direct dealers/ representatives/  
Distributor, submit copy of valid dealership  
license issued by the manufacturer :
- d. GST Registration Number  
(Copy of valid G.S.T Certificate may be  
submitted.) :

I/We hereby declare that the above statements are true. I/We also declare that the decision of GOAW, Ghazipur regarding selection of eligible firms for opening of Financial Bid (Part-II) shall be final and binding on me/us.

Date:

Signature:

Address:

Name of the Authorised Signatory:

Designation

Note:

1. The Financial Bids of only such tenderer whose Technical Bids are eligible will be opened on the specified date, which will be publish to the portal after Technical Bid.

**TENDER ACCEPTANCE LETTER**

To

The General Manager  
 Govt. Opium and Alkaloid  
 Works, Ghazipur(U.P.)  
 Sir,

Subject: Acceptance of Terms & Conditions of tender for "Supply, installation, Testing and Commissioning of the Plant & Machinery items".

Tender Reference No: \_\_\_\_\_

1. I / We have downloaded / obtained the tender document(s) for the above-mentioned tender from the ~~website(s)~~namely as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc., which form part of the tender document) and signed on all the pages of the terms & conditions. I/we shall a bid by the terms/conditions/ clauses contained therein.
3. The corrigendum(s), issued from time to time by your department too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by me/ us/ our firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason thereof, shall summarily reject the Bid, without prejudice to any other rights or remedy.

Yours sincerely,

Date:

Signature:

Address:

Name of the Authorised Signatory:

Designation:

Seal/Stamp:

**Ministry of Finance, Department of Revenue,  
Govt. Opium & Alkaloid Works,  
Ghazipur (U.P.**

**TENDER No. : GOAW/GZP/076/2024-25**

**Special Instructions fore-submission of bids**

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

**REGISTRATION**

- a. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e-Mudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS /e-mail in case there is any corrigendum issued to the tender document.

- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time  
i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- iv. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- v. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- vi. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1. Any enquiries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal helpdesk. The contact number for the helpdesk is 1800 2337315.

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**Amount of EMD to be deposited along with Technical bid**

Sl .No.	Name of Items	Amount of EMD to be deposited in INR.	INTEGRITY PACT
1.	M.S. Glass Lined steam jacketed Reaction vessel. Capacity – 500 Ltr	50,000.00	Submit the Integrity Pact after signature

## **INTEGRITY PACT**

Between

**Government Opium & Alkaloid Works, Ghazipur** herein after referred to as **“The Principal”**,

And

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

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for..... The 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 the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/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 prejudiced 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 a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer an in addition can initiate disciplinary actions.

## **Section 2 – Commitments of 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, certifications, 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 origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(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 Annexure.

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 Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor 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 any other Public Sector Enterprise in India that could justify 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 taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

#### **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(s)**

- (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 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 the 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 his 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 non-binding recommendations. Beyond this, 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 written report to the Chief Controller of Factories within 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 relevant IPC/PC Act, and the Chief Controller of Factories has not, within the reasonable time taken visible action to proceed against such offence 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 12 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 Chief Controller of Factories.

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. 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)                      (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....