



**THE STATE TRADING CORPORATION OF INDIA LTD.**  
**(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)**  
**NO. 301 TO 314, 3<sup>RD</sup> FLOOR, TRADE WORLD, 'C' WING,**  
**KAMALA MILL, SENAPATI BAPAT MARG,**  
**LOWER PAREL (WEST), MUMBAI – 400 013**  
**Ph:- (022) 24926245, Fax No. (022) 24902411/24955264**  
**Website: www.stc.gov.in, E-mail: mumbai@stc.gov.in**  
**CORPORATE IDENTITY NUMBER L74899DL1956GOI002674**

**TENDER FOR SUPPLY OF MEDICINES TO SYRIA**  
**UNDER GOVERNMENT OF INDIA'S HUMANITARIAN ASSISTANCE PROGRAMME**

**(DRUGS & PHARMA DIVISION, MUMBAI)**

**Closing at: 1500 Hours of 27.02.2017**  
**Opening at: 1530 Hours of 27.02.2017**

**No.: STC/MUM/GG/PHARMA/SYRIA/2016-17/02**

**Dated: 10.02.2017**

The State Trading Corporation of India Limited (STC) is an International Trading House and a leading Public Sector Enterprise of Government of India under the administrative control of Ministry of Commerce & Industry, Department of Commerce having a network of 13 Branch Offices in major cities and ports all over India.

The Government of India proposes to send Pharmaceutical Items to SYRIA under The Humanitarian Assistance Programme. On behalf of Government of India, STC invites offers under Two-Bid system i.e. Techno-Commercial and Price Bid for supply of Pharmaceuticals Items as per Annexure-I attached, on **FOB Mumbai & CIP Damascus Airport in Indian Rupees only**. The material is **to be delivered by Air to Damascus.**

Copy of Tender documents can be downloaded from websites [www.stclimited.co.in](http://www.stclimited.co.in), [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)

**Bids against this Tender shall be received only electronically through E-procurement portal of NIC ([eprocure.gov.in](http://eprocure.gov.in)). No bid shall be accepted in hard copy or in any other form.**

The main Terms & Conditions are given as under:-

1. **ITEM:**

As per the list attached at Annexure-I.

The pharmaceutical items to be supplied should meet USP/BP/EP standard. The medicines should be of top-notch quality manufactured by WHO-GMP/USFDA approved firms most preferably by multinational companies having proven track record. WHO-GMP/USFDA Certificate to be enclosed along with the offer.

2. **QUANTITY:**

Bidder to quote prices for Item along with quantity per Item on their company's letterhead duly signed and stamped by the Authorised signatory. In case of branded medicines, name of generic salt should also be written within brackets for each such medicine. **STC reserves the right to split the total quantity among the bidders.**

3. **PRICE:**

Prices to be quoted in Indian Rupees **Only** on **Both FOB Mumbai & CIP Damascus Airport basis (Freight rates from Mumbai to Tehran and Tehran to Damascus may be calculated)**. The Price Bid should be submitted on company's letterhead duly signed and stamped by the Authorised signatory. All taxes, levies etc., if applicable, relating to the above supplies will be to the account of the supplier (all taxes should be clearly mentioned in the bids submitted).

4. **PACKING:**

Goods are required to be packed in export worthy packing i.e. packing should confirm to the prescribed International standards for air-lifting. The cost of packing shall be to the supplier's account.

5. **MARKING:**

Single Colour Stencil Marking as per Buyer's Instruction.

The cost of marking shall be to the supplier's account.

6. **SHELF LIFE:**

The medicines should be of the latest manufacturing date and minimum remaining expiry period should be at least one year after reaching Damascus (Syria).

7. **COUNTRY OF ORIGIN:**

India

**8. DELIVERY PERIOD:**

The material has to be shipped by April 2017 by Air to Damascus.

**9. VALIDITY OF OFFERS :**

The offers should be kept valid for STC's acceptance upto **31.03.2017**

**10. INSPECTION:**

The consignment will be inspected by Independent Inspection Agency e.g. **SGS Inspection Agency** appointed by STC at nominated load port. Inspection Report certified by the Independent Inspection Agency shall be final and binding on both the buyer and the seller. The Inspection charges shall be borne by the seller/supplier.

If supplier fails to perform as per the agreed contract terms, the supplier would be debarred for future participation in STC's Tenders.

**11. INSURANCE:**

Supplier to arrange comprehensive all risk insurance cover for 110% value of the goods in the name of STC of India Ltd., Mumbai till its arrival at the final destination and taking possession of the goods by the Consignee (ICCA Cover) including war & SRCC risk in case of CIP shipment and comprehensive cover up to Mumbai Airport in case of FOB shipment.

**12. PAYMENT TERMS :**

The Payment to the supplier shall be released in Indian Rupees against timely (as stipulated in the order) and satisfactory shipment via RTGS on receipt of payment from Ministry of External Affairs (MEA), Government of India.

**13. SHIPPING DOCUMENT TO BE SUBMITTED TO STC:**

The following documents are to be submitted by the supplier to STC:

- (a) Seller's signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing inter alia quantity/ description, quality, price and net Invoice value.
- (b) Certificate showing goods of Indian Origin issued by Chamber of Commerce or Equivalent Body in Duplicate.
- (c) Specification and Packing list – three copies.
- (d) Insurance Policy/ Certificate one original and two copies.
- (e) Load port Inspection Agency Certificate certifying quantity and quality.
- (f) In case of CIP, Complete set of Clean Airway Bill and market Freight Prepaid.
- (g) Lab Analytical Reports.
- (h) MSDS- Material Safety Data Sheet.
- (i) In case of CIP, the Supplier to sent a FAX MESSAGE marked to DRUGS &

PHARMA DIVISION, STC Mumbai (Fax No.022-24902411) within 24 hours of issuance of Air Way Bill (AWB) notifying the details of the AWB No., Goods freighted, total invoice value, Name of the Airline, loading port, Airport and date of departure of flight and expected time of its arrival at Syria.

**14. PRE QUALIFICATION CRITERIA:**

- (a) The Bidder/prospective supplier should have a valid manufacturing license.
- (b) The Bidder/prospective supplier to furnish a certificate that the pharmaceutical items supplied will be of standard Quality manufactured under WHO-GMP/USFDA approved norms meeting BP/EP/USP standard.
- (c) The Bidder/prospective supplier to submit WHO-GMP/USFDA Certificate.
- (d) The Bidder/prospective supplier to submit a certificate that the rates quoted by them are competitive and reasonable as per prevailing prices and they have no objection if STC and or MEA get the prices quoted by the supplier cross-checked at their end to verify the reasonability of quoted prices.
- (e) The Bidder/prospective supplier should have experience of supply of Pharmaceutical Items in the past. Bidder to submit Documentary Evidence for the same.
- (f) The Bidder/prospective supplier to submit Solvency Certificate from their Banker.
- (g) The Bidder/prospective supplier to submit Certified copies of Annual Accounts of their company for last 3 years.
- (h) The Bidder/prospective supplier to submit Attested copy of I.T. returns of their company filed for the corresponding assessment years (2013-14, 2014-15 & 2015-16).
- (i) The Bidder/prospective supplier to submit Bank Report to show credit worthiness.
- (j) Copy of PAN Card, VAT/CST Certificates.
- (k) The Bidder/prospective supplier should not have been blacklisted/ banned for participation in Tender by Government of India or by any Government Undertaking in India. The Bidder shall have to submit an UNDERTAKING (as per Annexure-V) on a Rs.100/- Non-Judicial Stamp Paper duly Notarised by Notary Public to the effect that the Company is not debarred/ blacklisted by any Government Department/ Undertaking as on date as well as on each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.

**15. EMD:**

Bidder to submit an EMD equivalent to 5% of the offered to STC along with its offer. EMD is to be submitted in the form of Demand Draft issued by a Nationalized/ Scheduled Bank in favour of The State Trading Corporation of India Ltd., Mumbai or by RTGS/NEFT directly to STC's bank account as under:

INDUSIND BANK LTD.  
OPERA HOUSE BRANCH, INDUSIND HOUSE 425,  
DADASAHEB BHADKAMKAR MARG, MUMBAI 400 004.  
A/C NO. 200999555639  
IFS CODE NO. INDB0000001  
SWIFT CODE : INDBINBBB00

**The offers received without EMD shall be rejected.**

EMD, if submitted in the form of Demand Draft, the original Demand Draft should be submitted physically in the Tender Box placed at the reception of STC office or by Courier/Post/Speed Post to STC Mumbai office.

EMD, if submitted through RTGS/NEFT should be received in STC's account before closure of the Bid. The details of financial instrument entered during e-bid submission should tally with STC's account statement.

EMD amount of Bidders not qualifying against the Tender shall be returned. No Interest shall be payable on the EMD amount by STC. In case the Bidder commits any breach of the tender conditions, STC can without any notice forfeit the EMD.

**16. PERFORMANCE BANK GUARANTEE:**

Upon award or order, the Successful Bidder / Supplier shall furnish a Performance Bank Guarantee @ 10% of order value to STC as per format enclosed at Annexure- IV from any Indian Nationalized Bank/ Scheduled Bank in Public Sector/ Private Sector (except Co-operative and Gramin Banks) and Scheduled Foreign Banks within 07 days of receipt of order.

The Performance Guarantee furnished by the Supplier shall be irrevocable and unconditional and STC shall have the powers to invoke it, notwithstanding any dispute or difference between the Supplier and STC pending before any court, tribunal, arbitrator or any other authority. The Performance Guarantee shall be valid for period of 06 (Six) months from date of signing of Contract. However, the Performance Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the contract.

EMD submitted at the time of participation in the Tender shall be returned to the Bidder after receipt of acceptable Performance Bank Guarantee.

**17. MICRO OR SMALL ENTERPRISES (MSE):**

In case of the bidder being a Micro or Small Enterprise (MSE), relevant registration certificate to that effect should be mandatorily submitted. It should also be clearly indicated whether the MSE is owned by SC or ST entrepreneur, wherever applicable. MSEs producing valid certificate of registration shall be exempted from payment of EMD.

**18. TECHNO-COMMERCIAL BID:**

Following documents are to be uploaded on the Eprocure portal as part of "Techno-Commercial" Bid:-

- (a) Bidder to submit Techno Commercial Bid on their company's letterhead duly signed and stamped by the Authorised Signatory giving details of Name, Address, Phone No., Fax, Items, Quantity offered along with required documents as under.

- (b) Proof of submission of EMD amount to STC's account.
- (c) Authority Letter in favour of person signing the Bid.
- (d) Copy of manufacturing license.
- (e) Certificate to the effect that the pharmaceutical items supplied will be of standard Quality manufactured under WHO-GMP/USFDA approved norms meeting BP/EP/USP standard.
- (f) WHO-GMP/USFDA Certificate.
- (g) Certificate to the effect that the rates quoted by them are competitive and reasonable as per prevailing prices and they have no objection if STC and or MEA get the prices quoted by the supplier cross-checked at their end to verify the reasonableness of quoted prices.
- (h) Documentary Evidence for experience in Pharmaceuticals.
- (i) Solvency Certificate from their Banker.
- (j) Certified copies of Annual Accounts of their company for last 3 years.
- (k) Attested copy of I.T. returns of their company filed for the corresponding assessment years (2013-14, 2014-15 & 2015-16).
- (l) Bank Report to show credit worthiness.
- (m) Copy of PAN Card, VAT/CST Certificates.
- (n) Bidder to submit an undertaking on company's letter head that they are not banned or blacklisted by any Government Organization/Undertakings as per Clause No.14k.
- (o) Copy of STC's Tender document duly signed and stamped on each page as a token of acceptance.

**19. PRICE BID:**

Bidder to quote their Prices per Item in Indian Rupees **Only on FOB Mumbai and CIP Damascus** Basis as per Annexure-II.

Price Bid should be submitted on company's letterhead duly signed and stamped by the Authorised signatory.

**20. INTEGRITY PACT:**

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (Annexure- III), which may be deemed to have been signed by STC. A downloadable format of IP is available on the STC website under the link <http://www.stc.gov.in/corporatecommitments/Integrity-pact.aspx>. The Bidder(s) and STC shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- (b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- (c) Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- (d) All sub-contractors/associates whose contribution in the tender is above Rs. 5 crore shall sign IP with STC after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors / associates accordingly.

- (e) **The Independent External Monitors (IEMs) for this tender shall be Mr. Ashok Sinha (E-mail: [asinha51@gmail.com](mailto:asinha51@gmail.com)) and Mr. Kaushlesh K. Sinha(E-mail: [sinhakaykay@gmail.com](mailto:sinhakaykay@gmail.com)).**

All correspondence to IEMs regarding implementation of IP may either be made directly to their e-mail or addressed to: Mr (Name of IEM), IEM, C/O Chairman & Managing Director, STC of India Ltd., Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110 001.

## **21. SUBMISSION OF OFFERS:**

- (a) Interested Bidders are requested to submit their complete and most competitive price offers to STC latest by **1500 Hours of 27.02.2017** under Two Bid system i.e. Techno Commercial Bids and Price Bid.
- (b) Techno Commercial Bids shall be opened at **1530 Hours of 27.02.2017**. Price Bid of Bidders who would qualify in the Techno-commercial bids submitted shall be opened.
- (c) Bids shall be received only electronically through the e-Procurement Portal of NIC ([eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure)).
- (d) For submission of e-bids, bidders are required to get themselves registered with NIC's Central Public Procurement (CPP) Portal (<http://eprocure.gov.in/eprocure>) using Class-II/ Class-III Digital Signature Certificate. All the details mentioned during registration enrolment process should be correct/true. Bidders have to abide by all the terms & conditions mentioned during registration process.
- (e) Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of CPP).
- (f) A bidder may modify, substitute or withdraw its e-bid after submission but in any case before the last date and time of bid submission.
- (g) For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/ resubmit digitally signed modified bid.
- (h) No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.
- (i) STC may ask the bidders to submit any or all the documents in original for verification as submitted as part of their online bid anytime during the bid process.
- (j) For any query relating to the process of online bid submission or queries relating to CPP Portal ([eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure)), bidders may contact CPP Portal Helpdesk on Tel Nos 1800-3070-232, 91-7872007972, 91-7878007973010.

## **22. LIQUIDATED DAMAGES:**

If there is delay in delivery of the material beyond the stipulated time (that shall be communicated at the time of issuing LOI), a penalty of 0.5% per day of the total value, subject to a maximum of 10% shall be levied on the supplier.

## **23. FORCE MAJEURE**

Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out his contractual obligations, the

period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days.

**24. CANCELLATION OF CONTRACT:**

If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the STC shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

**25. INDEMNIFICATION:**

Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/quality/weight/purity/marketing/specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier/handling agent/omissions/negligence/mistake/misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The supplier shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out/or in connection with this Tender.

**26. ARBITRATION:**

Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.

**27. NO LIABILITY/OBLIGATION OF GOVT. OF INDIA:**

It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and

general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement.

**28. OTHER TERMS AND CONDITIONS:**

- (a) The said transaction shall be treated as local sale hence no export incentives are applicable on these transactions/supplies.
- (b) Consequent to the tender participation, the successful bidder would be required to sign a contract with STC, which shall be binding on both the parties. STC reserves the right to cancel the enquiry without assigning any reason.
- (c) Conditional offers will be rejected summarily.
- (d) Subletting of order will not be allowed.
- (e) STC reserves the right to accept or reject any one or all the Bids/Offeres in part or full without assigning any reason thereof.
- (f) Any further Corrigendum/Addendum to the tender documents will be uploaded by STC on websites i.e. [www.stclimited.com](http://www.stclimited.com), [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in).
- (g) The tender is subject to policy of Government of India and would form an integral part of the contract to be signed between the successful bidder and STC.

**( V. PAL KISHTAFAR )  
DEPUTY GENERAL MANAGER**

## ANNEXURE-I

<b>Anaesthesia</b>	<b>Form</b>	<b>Dosage</b>	<b>Quantity</b>
<b>1. General anaesthesia</b>			
<b>A. Intravenous anaesthesia</b>			
Propofol	bottle	10 mg /ml	40000
<b>B. Inhalational anaesthesia</b>			
Halothane	bottle	250 ml	6000
Isoflurane	bottle	100 ml	6000
Sevoflurane	bottle	250 ml	2000
<b>2. Sedative and analgesic peri-operative drugs</b>			
<b>A. Opioid analgesics</b>			
Remifentanil	vial	5 mg	3000
<b>B. Muscle relaxants</b>			
Cisatracurium	ampoule	2 mg	10000
Rocuronium bromide	vial	50 mg	10000
<b>C. Anticholinostorases used in Anaesthesia</b>			
<b>3. Local anaesthesia</b>			
Bupivacaine hydrochloride	ampoule	5 mg /ml	30000

<b>Central Nervous System</b>	<b>Form</b>	<b>Dosage</b>	<b>Quantity</b>
<b>1. Analgesics</b>			
<b>A. Opiod Analgesics</b>			
Morphine Sulphate	ampoule	10 mg	20000
Pentazocine	ampoule	30 mg	30000

<b>D. Quinolones</b>			
Levofloxacin	flacon	5 mg / ml	50000

<b>Nutrition</b>	<b>Form</b>	<b>Dosage</b>	<b>Quantity</b>
<b>1. Parenteral preparations for fluid and electrolyte imbalance</b>			
Sodium chloride	bag 1 litre	0.90%	600000
Dextrose	bag 1 litre	5%	300000
Sodium chloride + Dextrose	bag 1 litre	0.9% + 5%	500000
Ringer	bag 1 litre		75000

<b>Cardiovascular system</b>	<b>Form</b>	<b>Dosage</b>	<b>Quantity</b>
<b>1. Beta adrenoceptor blocking drugs</b>			
Esmolol hydrochloride	vial	10 mg	2000
<b>2. Anticoagulants and protamine</b>			
<b>A. Parenteral anticoagulants</b>			
Enoxaparin sodium	syringe	40 mg	6000
Enoxaparin sodium	syringe	60 mg	10000
Enoxaparin sodium	syringe	80 mg	8000
Tinzaparin sodium	syringe	3500 IU	50000
Tinzaparin sodium	syringe	4500 IU	20000
Fondaparinux sodium	syringe	2.5 MG	4000
<b>B. Oral anticoagulants</b>			
Rivaroxaban	tablet	10 mg	50000

<b>Endocrine system</b>	<b>Form</b>	<b>Dosage</b>	<b>Quantity</b>
<b>1. Drugs used in Diabetes</b>			
<b>A. Insulins</b>			
<b>Short acting insulins</b>			
Soluble insulin	vial	100 U /ml	4000
<b>Intermediate and long acting insulins</b>			
Isophane insulin	vial	100 U /ml	20000
Biphase Isophane insulin (Mixtard)	vial	30/70 U /ml	50000
<b>5. Anti Plateletes Drugs</b>			
Clopidogrel	tablet	75 mg	3000000

### **EMERGENCY SET**

S.No.	Item		Quantity
1	Cricothyrotomy - set		100
2	Thomas tube holder	Tracchial tube fixations	100
4	Laryngeal Mask airway		200
5	resuscitation Bag - set	Respiration case adult - child	50
6	Manual suction Pump		50
10	Chest drain set	Hemlich Valve	200
11	Tactical Tourniquet		500
12	H- Bandage		1000
13	Traumatic Bleeding Gauze		1000

15	Instrumentation Kit	Diagnostic	50
16	Otoscope / Opthalmoscope set		50
17	Burn-set		200
18	Eye Wash set		200
19	Scoop Emergency strecher		50
20	Vaccum Streture		20
21	Cervical spin immobilization collars		50
22	Plastic Spinal Board		100
23	Folding Stretcher		100

### **ANTIBIOTICS**

<b>Infections</b>	<b>Form</b>	<b>Dosage</b>	<b>Quantity</b>
<b><u>1. Antibacterial Drugs</u></b>			
<b>A. Penicillins</b>			
<b>Broad spectrum Penicillins</b>			
Antipseudomonal Penicillins			
Piperacillin + tazobactam	Vial	4.5 g	10000
<b>B. Betalactan antibiotics</b>			
Imipenem + Cilastalin	vial	500 mg	50000
Meropenem	vial	500 mg	3000
Meropenem	vial	1 g	5000
<b>C. Glycopeptide Antibiotics</b>			
Telcoplanin	vial	200 mg	2000
Telcoplanin	vial	400 mg	2000
<b>D. Polymyxine Antibiotics</b>			
Colistin	vial	1 Million IU	4000
<b>E. Metronidazole</b>			
Metronidazole	Bacon	500 mg/ 100 ml	250000
<b>F. Quinolones</b>			
levofloxacin	bottle	5 mg/ ml	50000
<b><u>1. Anti- virals</u></b>			
<b>A. Herpes infection</b>			
Acyclovir	bottle	250 mg	2000
Acyclovir	bottle	500 mg	2000

## THE LIST OF MEDICAL MATERIAL AND EQUIPMENT

No.	Medicinal Products	Unit (Th- Thousand)	Qty
<b>1. MEDICATIONS FOR CNS</b>			
<b>1.1. Antidepressants, tranquilizers, hypnotics and sedatives</b>			
1	Novo-Passit Oral Solution, 100 ml vial	th. Vial	0.1
2	1.2. Psychostimulant agents		
3	Caffeine solution for subcutaneous and subconjunctival introduction 200 mg/ ml, 1ml ampule	th. Amp	0.1
<b>2. CARDIOVASCULAR DRUGS</b>			
<b>2.1. Antianginal means</b>			
4	verapamil tablets film - coated tablets 80 mg, 50 PCs in packing	th. Packages	0.1
5	Potassium and magnesium asparaginat solution for intrusions, 400 ml vial	th. vial	0.2
6	Potassium and magnesium asparaginat intravenous solution, 10 ml ampule	th. amp	0.2
7	Potassium and magnesium asparaginat tablets, 50 PCs in Packages	th. packages	0.2
8	Nitroglycerin 0.5 mg per tablet , 40 PCs per packages	th. packages	0.2
<b>2.2. Antiarrhythmic drugs</b>			
9	procainamide , solution for intravenous and intramuscular injection 100 mg / ml , 5 ml ampule	th. amp	0.1
<b>2.3. Antihypertensives</b>			
10	Lazortan 100 mg # 28	th packages	1
<b>2.4. Drugs for the treatment of Hypotension</b>			
11	Noradrenalin , Concentrate for solution for Intravenous injection 2 mg / ml , 4 ml ampule	th amp	0.1
<b>2.5 Anticoagulants and antiplatelet agents , their antagonists , fibrinolytic drugs</b>			
12	Collagen Haemostatic sponge 10 pieces per packages	th packages	0.1
13	Tranexamic acid and tablets film-coated tablets 250 mg, 10 pieces per packages	th packages	0.1

14	Tranicsamic acid, solution for injection 50 mg / ml , 5 ml ampule	th amp	od
15	Etamsylate 250 mg tablets , 50 pieces in the package	th packages	0.1
16	Etamsylate solution for intravenous and intramuscular injection of 125 mg / ml , 2 ml ampule	ts amp	0.1
	<b>2.6. Cardiac glycosides and their synthetic analogues and cardiotonic</b>		
17	Digoxin 0.25 mg tablets , 50 pieces in packages	th packages	0.02
18	Corglycona 0.06% solution for injection , 1 ml ampule	th amp	0.02
	<b>2.7 Peripheral acting vasodilators</b>		
19	Bendazole 1% Injection of 1 ml ampule	th amp	od
20	Drotaverin, tablets 40 mg, 20 pieces per package	th packages	0.5
21	Drotaverin, solution for injection 20 mg / ml , 2ml ampule	th amp	0.5
	<b>2.8 Drugs for the treatment of circulatory disorders</b>		
22	Glycine, 100 mg sublingual tablets , 50 pieces in packages	th packages	1
	<b>3. DURATIC DRUGS</b>		
23	Furosemide solution for intravenous and intramuscular injection 10 mg / ml , 2 ml ampule	th amp	0.3
	<b>4. TOOLS FOR ANAESTHESIOLOGY AND INTENSIVE CARE</b>		
	<b>4.1 Mestnoanesthetic drugs</b>		
24	Procaine Injection 0.5% 5 ml ampule	th amp	2
	<b>5. DRUGS USED FOR POISONING AND INTOXICATION</b>		
25	Colloidal silicon dioxide powder preparation suspension for oral intake , 50 g per pack	th packages	0.05
	<b>6. DRUGS FOR TREATMENT OF RESPIRATORY DISEASES</b>		
	<b>6.1 Cold and expectorants</b>		
26	Amproxol , syrup 3 mg / ml , 100 ml vial	th vial	0.1
27	Acetylcysteme 600 mg tablets, 10pieces per package	th packages	0.1

28	Acetylcysteme solution for intravenous and intramuscular inhections 100 mg/ ml , 3 ml ampule	th amp	0.1
29	Bromhexin 8 mg tablets , 50 pieces in the package	th packages	0.1
30	Glaucine + Ephedrine + Basilic syrup , oil , 125 g vial	th vial	0.1
31	Peppermint leaf oil + Sulfanilamid + sulfatiazol + Thymol + eucalyptus leaf oil , spray for local applications ,a 30 ml vial	th vial	od
32	Carbocystein capsules , 375 mg , 30 pieces per package	th packages	0.1
33	1.31 Lancetnogo herbal + sodium hydrogen , 6.7 mg + 250 mg tablets, 10 pieces per package	th packages	0.1
	<b>6.2 Nasal preprations</b>		
34	Ksilometazolin , 0.1 % nasal drops , 10 ml vial	th vial	0.2
35	Nafazolina 0.1 % solution nasal drops , 10 ml vial	th vial	0.2
36	Dexamethasone + neomycin + polymyxin b , nasal spray , 15 ml vial	th vial	0.2
37	Framycetin, nasal spray 12.5 mg / ml , 15 ml vial	th vial	0.2
	<b>6.3 Respiratory stimulants</b>		
38	10% ammonia solution 40 ml vial	th vial	1
	<b>7. ANTI - INFLAMATORY , ANALGESIC AND ANTIPYRETIC DRUGS</b>		
39	Acetylsalicylic acid + caffeine + paracetamol tablets 200 mg + 200 mg + 40 mg , 10 pieces per package	th packages	1
40	Diclofenac , Rectal suppositories 50 mg , 10 pieces per package	th packages	1
41	Diclofenac 50 mg per tablet , 30 pieces per package	th packages	1
42	Dicofenac , a solution for Intramuscular injection 25 mg / ml , 3 ml ampule	th amp	1
43	Diclofenac gel 1% , 40 g tube	th tubes	1
44	Diclofenac 1 % ointment for external use , 30 g tube	th tubes	1
45	Ibuprofen tablets film coated tablets 200 mg , 50 pieces in packing	th packages	1

46	Ibuprofen tablets film coated tablets 400 mg , 50 pieces in packing	th packages	1
47	Ibuprofen gel for external use 5% , 50 g tube	th tubes	1
48	indomethacin , tablets quoted enterosoluble liner 25 mg , 30 pieces per package	th packages	1
49	Ketoprofen , solution for intravenous and intamuscular injection 50 mg / ml , 2 ml ampule	th amp	1
50	Ketoprofen tablets film coated tablets 100 mg , 20 pieces per package	th packages	1
51	Ketoprofen tablets 150 mg long acting, 30 pieces in packing	th packages	1
52	Ketorolac tablets film coated tablets 10 mg , 10 pieces in packing	th packages	1
53	Ketorolac solution for intravenous and intamuscular injection 30 mg / ml , 1 ml	th amp	1
54	Apizartron ointment 1.5 mg + 5 gr + 500 mg , 50 g tube	th tubes	1
55	Viprosal b ointment , 50 g tube	th tubes	0.2
56	Ul' traprokt ointment 10 g in a tube	th tubes	1
57	Ul' traprokt candles, 10 pieces per pack	th packages	1
58	Lidocaine + phenazone ear drops , 15 ml vial	th packages	1
59	Lidocaine eye drops 2% , 5 ml vial	th vial	1
60	Finalgon, ointment , 20 g Tube	th tubes	0.1
	<b>8. DRUGS FOR THE TREATMENT OF GASTROINTESTINAL DISEASES</b>		
	<b>8.1 Drugs for peptic ulcer</b>		
61	Algeldrate + magnesium hydroxide , 170 ml vial	th vial	0.2
62	Algeldrate + benzocaine + magnesium hydroxide , 170 ml vial	th vial	0.2
63	Algeldrate + magnesium hydroxide + Simethicone , 170 ml vial	th vial	0.2
64	Aluminium phosphate gel for intake 20% 16 g , 20 pieces per pack	th packages	0.2
65	Bismuth tripotassium dicitrate film -coated tablets 120mg , 112 pieces per package	th packages	0.2
66	Omeprazole 20 mg capsules , 30 Pieces per packages	th packages	0.5
67	Omeprazole leofilizat for solution for the infusions 40 mg in vial	th vial	0.5

	<b>8.2 Antiemetics</b>		
68	Metoclopramide , tablets 10 mg ,. 50 PCs in Packing	th packages	0.2
69	Metoclopramide solution for intravenous and intamuscular injection 5 mg/ml , 2 ml ampule	th amp	0.2
	<b>8.3 Laxatives</b>		
70	Bisacodyl coated kischechnorastvorima liner tablets 5 mg , 30 pieces per package	th packages	0.5
71	Lactulose syrup 667 mg / ml , 200 ml vial	th packages	0.5
	<b>8.4 The remedies against diarrhoea</b>		
72	Well as bactisubtil capsules 35 mg , 20 pieces per package	th packages	1
73	Bifidobakterim, leofilisat for solution for oral intake and local application , 10 dpses per pack	th packages	1
	<b>8.5 Devices used in Hepatology</b>		
74	Activatyed Carbon + Bile + nettle leaves + Garlic bulbs , tablets , 50 pieces in the package	th packages	1
75	Ursodesoxycholic acid capsules 250 mg , 100 pieces per package	th packages	0.3
	<b>9. ANTI - ALLERGIC MEANS</b>		
76	Clemastine Tablets 1 mg , 30 Pieces per package	th packages	0.5
77	Clemastine solution for intravenous and intamuscular injection 1 mg/ml , 2 ml ampule	th amp	0.5
78	Loratidine tablets 10 mg , 10 pieces per packages	th packages	0.5
79	Cetirizine tablets film-coated tablets 10 mg , 20 pieces in packing	th packages	0.5
	<b>10. Vitamins</b>		
80	Ascorbic Acid 50 mg coated tablets, 200 pieces in packing	th packages	5
81	Ascorbic Acid solution for intravenous and intamuscular injection 50 mg/ml , 2 ml amplule	th amp	5
82	Ascorbic Acid +_ rutoside , tablets , 50 pieces in Package	th packages	5
83	Benfotiamine + Pyridoxine + Cyanocobalamin tablets 100 mg + 100 mg + 0.2 mg , 30 pieces per package	th packages	1

84	Vitamin E 5% oil solution to 20 ml vial	th vial	1
85	Multivitamines (ingredients : vitamins - rather then less 1.135 mg (e) not less than 10 mg , B1 atleast 1 mg , B2 not less than 1.27 mg , B6 at least 5 mg , vitamin B 12 not less than 12.5 mg , P not les than 25mg , with atleast 50 mg , RR not less than 7.5 mg , folic acid – Sun atleast 100 mg , pantotenova acid 5 not less than 5 mg, Iron not less than 5 mg , Calcium atleast 50.5 mg , cobalt not less than 100 mcg , magnesium not less than 35 mg , manganese not less than 2.5 mg , copper not less than 750 mg , zinc atleast 2 mg, phosphorus not less than 60 mg tablets, 60 pieces per package	th packages	5
86	Pyridoxine + Tiamin + Cyanocobalamin tablets 100 mg + 200 mg + 0.2 mg , 20 pieces per package	th packages	2
87	Cyanocobalamine injection of 0.5 mg/ml , 1 ml ampule	th amp	1
	<b>11 HORMONAL DRUGS</b>		
	<b>11.1 Insulin preparations</b>		
88	Insulin aspart, imjection for intravenous and subcutaneous injection of 100 units / ml , 3 ml cartridge , 5 PCs in Packing	th packages	1
89	Insulin lizpro solution for intravenous and subcutaneous injection of 100 IU / ml , 3 ml cartridge , 5 PCs in Packing	th packages	1
90	Insulin soluble (Human genic-Ingenering), solution for injection 100 IU / ml , 10 ml vial	th vial	1
	<b>11.2 Synthetic and other anti - diabetic drugs</b>		
91	Glibenclamide 5 mg tablets , 120 pieces per package	th packages	0.5
92	Gliclazid modified release tablets 60 mg 30 pieces per package	th packages	0.5
93	Glimepiride 2 mg tablets , 30 pieces per package	th packages	0.5
94	Metformin film-coated tablets 1000 mg , 60 pieces per package	th packages	0.5
95	Metformin, film-coated tablets 850 mg , 10 pieces per package	th packages	0.5

	<b>11.3 Corticosteroids and their synthetic analogues</b>		
96	Hydrocortisone , suspension for Intramuscular and intra-articular intake 25 mg/ ml , 2 ml ampule	ths amp	1
97	Dexamethasone Injection 4 mg/ ml , 1 ml ampule	ths amp	1
98	Prednisone 5 mg tablets , 100 pieces per package	th packages	1
99	Prednisone solution for intravenous and intramuscular injection 30 mg/ml , 1 ml ampule	ths amp	1
100	Salicylic acid + flumetazon , for external use ointment , 150 g tube	th tube	1
	<b>12. ENZYMES AND ANTI ENZYMES DRUGS</b>		
101	Pancreatin tablets covered with enterosoluble liner + 20 12 + 0.9 th u. Ileb. F , 30 pieces per package	th packages	0.5
102	Trypsin , lyofilisat for solution for injection and local applications , 10 mg in vial	th vial	0.5
103	Troxerutin gel 2% 40 g tube	th tubes	0.5
104	Chymotrypsin , valium for solution for intramuscular and local application 10 mg , 5 ml vial	th vial	0.5
	<b>13. DRUGS MAINLY USED IN DERMATOLOGY AND VENEREOLOGY</b>		
105	Vaseline oil 500 ml vial	th vial	0.05
106	Hydrocortisone , 0.1% Ointment for external use 15 gm in tube	th tubes	0.5
107	Hydrocortisone , 0.5% Ointment for external use 3 gm in tube	th tubes	0.5
108	Clotrimazole ointment for external use 1% , 20 g tube	th tubes	0.5
109	Salicylic acid solution for external use 1 % alcohol , 25 ml vials	th vial	0.5
110	Terbinafine tablets 250 mg , 14 pieces per package	th packages	0.5
111	Fluconazole 50 mg , 7 pieces per packages	th packages	0.5
	<b>14. DRUGS MAINLY USED IN UROLOGY</b>		
112	Allopurinol 100 mg tablets , 50 pieces in the packages	th packages	0.01

113	Creeping Palm fruit extract, capsules 320 mg , 30 pieces per packages	th packages	0.5
114	Phytolysin paste for suspension for oral intake 100 g tube	th tubes	0.5
115	Furazolidon 50 mg per tablet, 10 pieces per packages	th packages	0.5
	<b>15. DRUGS, MAINLY USED IN OPHTHALMOLOGY</b>		0.5
116	Gentamycin eye drops 0.3 % 5 ml vial	th vial	0.5
117	Gentamycin eye drops dexamethasone, + 5 mg + 1 mg / ml vial	th vial	0.5
118	Dexamethasone , 0.1 % eye drops, 5 ml vial	th vial	0.5
119	Dicofenac sodium 0.1% solution eye drop 5 ml vial	th vial	0.5
120	Dorzolamid + timolol eye drops , 20mg/ml + 5 mg/ml or 5 ml vial	th vial	0.5
121	Sulfacetamide, eye drops 20% , 5 ml in tube - droper , 2 pieces per pack	th packages	0.5
122	Tetracycline eye ointment 1% , 10 g in a tube	th tubes	0.5
123	Timolol eye drops , 0.5% , 5 ml vial	th vial	0.5
124	Tropicamide eye drops , 0.5% , 5 ml vial	th vial	0.5
125	Phenylephrine eye drops 2.5% , 5 ml vial	th vial	0.5
126	Ciprofloxacin 0.3% solution , eye and ear drop , 5 ml vial	th vial	0.5
127	Eruthromycin ophthalmic ointment , 10000 IU/g , 15 g tube	th tubes	0.5
	<b>16. CHEMOTHERAPEUTIC AGENTS</b>		
	<b>16.1 antibiotics</b>		
128	Azithromycin 250mg capsules, 6 pieces per packages	th packages	1
129	Azithromycin 500 mg capsules, 3 pieces per packages	th packages	1
130	Amoxycillin + Clavulanic acid , tablets film coated tablets 500 mg + 125 mg , 20 pieces per packages	th packages	1
131	Amoxycillin tablets 500 mg , 20 pieces per package	th packages	1
132	Ampicillin 250 mg per tablet , 20 pieces per package	th packages	1

133	Gentamycin solution for intravenous and intramuscular injection 40 mg / ml 2 ml ampule	th vial	1
134	Doxycycline capsules 100 mg , 10 pieces per package	th packages	1
135	Meropenem , powder for solution for intravenous injection 1 g vial	th vial	1
136	Cefazoline , Powder for solution for intravenous and intramuscular injection 1 g vial	th vial	1
137	Ceftriaxone, powder for solution for intravenous and intramuscular injection 1 g vial	th vial	1
	<b>16.2 Derivatives ftuorhinolona</b>		
138	Levofloxacin , tablets film-coated tablets 250 mg , 10 pieces per packages	th packages	1
139	Levofloxacin infusion solution 5 mg/ml, 100 ml vial	th vial	1
140	Moxifloxacin 400 mg film-coated tablets , 5 PCs in paking	th packages	1
141	Moxifloxacin solution for infusion of 1.6 mg /ml , 250ml vial	th vial	1
142	Norfloxacin 400 mg tablets , 20 pieces per package	th packages	1
143	Ofloxacin film coated tablets 200 mg 10 pieces per packages	th packages	1
	<b>16.3. Other Antibacterials</b>		
144	Metronidazole , 250 mg, tablets 20 pieces per packages	th packages	1
145	Metronidazole infusion solution 5 mg/ml , 100 ml vial	th vial	1
	<b>17. ANTIVIRAL AGENTS</b>		
146	Acyclovir tablets 200 mg , 20 pieces per packages	th packages	1
147	Acyclovir ointment for external use 5% , 5g tube	th TU b	1
148	Valacyclovir, tablets film-coated tablets 500 mg , 10 pieces per packages	th packages	1
149	Oseltamivir 75 mg capsules , 10 pieces per packages	th packages	1

	<b>18. BLOOD SUBSTITUTES</b>		
150	Dextrose , solution for the infusion 5% 400 ml vial	th vial	1
151	Dextran (of MOL mass of 50000 - 70000) solution for infusion 60 mg /ml ,400 ml vial	th vial	1
152	Dextran (of MOL mass of ^ 40000 30000) Infusion solution 400 ml vial	th vial	1
	<b>19. ANTISEPTIC PREPARATIONS</b>		
153	Hydrogen peroxide solution for local and external use 3% 100 ml vial	th vial	about
154	Hydrogen peroxide 33% solution (Concentrate for solution for local and external use )	ton	0.03
155	Chlorhexidine solution for external use of alcohol 0.5% 1 litre in vial	th vial	3
156	Chlorhexidine solution 0.05% (for local and external use) 100 ml vial	th vial	3
157	Chlorhexidine 20 % solution (Concentrate for solution for local and external use)	th vial	3
158	Ethanol solution for external use 95% , 1 litre in vial	th vial	0.5
159	Ethanol (ethyl alcohol 70% ), 100 ml vial	th vial	2
160	Brilliant green solution for external use 1% alcohol , 10 ml vial	th vial	1
161	Iodine 5% alcohol solution , 10 ml vial	th vial	1
162	Iodine 5% alcohol solution of 1 ml ampule	th amp	1
	<b>INSTRUMENT FOR SUCTION , INJECTION AND PUNCTURE</b>		
166	Peripheral cathater no. 16 (G) With optional port and wings	th pieces	0.3
167	Peripheral cathater no. 18 (G) With optional port and wings	th pieces	0.3
168	Peripheral cathater no. 20 (G) With optional port and wings	th pieces	0.3
	<b>INSTRUMENTS, DEVICES AND MATERIALS FOR HAEMODIALYSIS AND DETOXIFICATION</b>		
169	Gastric probe no. 16	th pieces	0.5
170	Gastric probe no. 18	th pieces	0.5
171	Gastric probe no. 20	th pieces	0.5
172	Probe disposable for gastric lavage no. 24	th pieces	0.5

173	Probe disposable for gastric lavage no. 39	th pieces	0.5
174	Probe disposable for gastric lavage no. 42	th pieces	0.5
175	Probe disposable for gastric lavage no. 45	th pieces	0.5
	<b>CONSUMABLES FOR ULTRASOUND</b>		
179	Thermal paper printer (Ultrasound) size 110 mm x 18m	th packages	1
	<b>MEDICAL INVENTORY ASSESTS (MAIN ASSESTS)</b>		
180	Pharmaceutical refrigerator 250 l.	PCs	25
181	12 channel ECG Machine	PCs	7
182	Defibrillator	PCs	5
183	Apparatus for determining the vapour concentration of ethanol in exhaied air with printer	PCs	10
184	Stop watch	PCs	10
185	Contactless thermometers	PCs	25
186	Ventilator portable	PCs	15
187	Ambu bag	PCs	15
188	Reflector frontal	PCs	10
189	Split - system	PCs	15
190	Reanimobile	PCs	5
191	Desar Type Irradiator	PCs	25
192	Hemostatic tourniquet	th pieces	7
193	Functional Bed	PCs	10
194	Wheel chair with electric drive	PCs	7
195	Composting Toilet	PCs	15
196	Portable ultrasound with three sensors	PCs	1

**ANNEXURE - II**

**TENDER NO: STC/MUM/GG/PHARMA/SYRIA/2016-17/02 DATED 10.02.2017**

**PRICE BID**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No: \_\_\_\_\_ Telex No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

We are pleased to submit our offer against the said tender as per the following details:

S. No	Item description	Unit	Qty	FOB Price per unit inclusive of insurance and all taxes	Taxes (Included in FOB value)	Air Freight up to Damascus	Total CIP Value per Unit	Total CIP Value	Manufacturer

We further confirm that all the Tender terms & conditions are acceptable to us and shall be performed on back to back basis.

Yours Sincerely,

For \_\_\_\_\_,

(Authorised Signatory)  
(Seal of Company)

**INTEGRITY PACT**

**Between**

**The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001 and Branch Office at No. 301 - 314, 3<sup>rd</sup> Floor, Trade World, ‘C’ Wing, Kamala Mill, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013 hereinafter referred to as “STC”,**

**And**

....., a company registered under ..... and having its registered office at ..... hereinafter referred to as “**The Bidder**”.

**Preamble**

STC is an international trading company dealing in purchase, sale, export and import of various commodities.

STC has invited tenders for purchase of ..... and intends to award contract/s for purchase of the same under laid down organizational procedures, STC 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 bidders.

In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of STC**

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

- a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b. STC will, during the tender process treat all bidder(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors 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. STC will exclude from the process all known prejudiced persons.

(2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC

will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

## **Section 2 – Commitments of the Bidder.**

- (1) The Bidder commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of STC's employees involved in the tender process or in 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 will not enter with other bidder(s) 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 cartelization in the bidding process.
  - c. The Bidder will not commit any offence under the relevant IPC/PC Act. Further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
  - e. The Bidder will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

## **Section 3- Disqualification from tender process and exclusion from future tenders/contracts**

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, STC shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for duration as may be considered appropriate by it.

#### **Section 4 - Compensation for Damages and Forfeiture of EMD**

- (1) If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.
- (2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

#### **Section 5 – Previous transgression**

- (1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

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

- (1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.
- (2) STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

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

If STC obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if STC has substantive suspicion in this regard, STC will inform the same to its Chief Vigilance Officer.

## **Section 8 – Independent External Monitor /Monitors**

- (1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) 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 CMD, STC.
- (3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
- (4) STC 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 STC 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 STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor nhas no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC 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 Commission.
- (8) 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 Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.

If any claim is made/lodged during this time by either party, 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 CMD, STC.

**Section 10 – Other provisions**

- (1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.
- (2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

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**(For & On behalf of STC)  
Bidder/Contractor)**

(Office Seal)

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**(For & on behalf of The**

(Office Seal)

Place :

Date:

Witness 1: Name & Address

Witness 2 : Name & Address

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

**Ref : Bank Guarantee No.....**

**Date :**

THE STATE TRADING CORPORATION OF INDIA LTD.  
NO. 301 TO 314, 3<sup>RD</sup> FLOOR,  
TRADE WORLD, 'C' WING,  
KAMALA MILL, SENAPATI BAPAT MARG,  
LOWER PAREL (WEST),  
MUMBAI – 400 013

Dear Sir(s),

In consideration of STC of India Limited (hereinafter referred to as the "STC" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... a company within the meaning of the Companies Act, 1956 and having its Head Office at ..... (complete address) (hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by entering into an Agreement with 'Supplier under Ref No ..... dated ..... and the same having been unequivocally accepted by the 'Supplier' resulting in a 'Contract' for purchase of ..... and the 'Supplier' having agreed to provide a Performance Guarantee of the faithful performance of the entire contract equivalent to 10% of contract value.

We, ..... (Name & Address of Bank) having our Head Office at ..... (complete address), (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the STC Rs.\_\_\_\_\_, on demand any and all monies payable by the Supplier to the extent of Rs.\_\_\_\_\_ as aforesaid at any time up to without any demur, reservation, contest, recourse, or protest and/or without any reference to the Supplier. Any such demand made by the STC on the Bank shall be conclusive and binding notwithstanding any difference between the STC and Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the STC and further agrees that this guarantee herein contained shall continue to be enforceable within its validity.

The STC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Supplier. The STC shall have the fullest liberty, without affecting this guarantee to postpone

from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the STC and the Supplier or any other course of remedy or security available to the STC. The Bank shall not be released of its obligations under these presents by any exercise by the STC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC or any other indulgence shown by the STC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the STC at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the STC may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... and it shall remain in force up to and including .....

Dated this ..... day of .....at .....

**WITNESS**

1)

SIGNATURE .....  
NAME .....  
OFFICIAL ADDRESS .....

SIGNATURE .....  
NAME .....  
DESIGNATION .....

**ANNEXURE- V**

**UNDERTAKING**

(To be executed on Rs 100/- stamp paper)

To:

THE STATE TRADING CORPORATION OF INDIA LTD.  
NO. 301 TO 314, 3<sup>RD</sup> FLOOR,  
TRADE WORLD, 'C' WING,  
KAMALA MILL, SENAPATI BAPAT MARG,  
LOWER PAREL (WEST),  
MUMBAI – 400 013

WE, [insert name and address/registered office of bidder} is participating in TENDER NO: STC/MUM/GG/PHARMA/SYRIA/2016-17/02 dated 05.12.2016, hereby IRREVOCABLY UNDERTAKE as under:-

We have gone through all the terms and conditions in above said tender. We hereby declare that we or our subsidiaries/parent company/sister concern /associated concerns have not been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India .

Solemnly affirmed & undertaken on this [ ] day of \_\_\_\_\_

\_\_\_\_\_  
(Name and Signature of the Applicant)

Place: \_\_\_\_\_

Date: \_\_\_\_\_