

E-TENDER

REQUEST FOR PROPOSAL FOR

**EMPANELMENT OF SUPPLIERS FOR VARIOUS MEDICINES AND OTHER MEDICAL
CONSUMABLES
AT HEALTH CENTRE, IIT MANDI**



Tender No. : IITMANDI/S&P/PUR-44/2019-20/2388-89

Tender date: 29th May, 2019

Last Date of submission: 18th June, 2019

**Indian Institute of Technology Mandi
S&P Section, 2nd Floor, A7 Building, South Campus,
Kamand – 175 005, District – Mandi (H.P.), India**

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SECTION 1 – BID SCHEDULE

Tender No.	IITMANDI/S&P/PUR-44/2019-20/2388-89
Tender Date	29 th May, 2019
Item Description	Rate Contract for one year (further extendable on yearly basis) for the supply of Various Medicines and other Medical Consumables at Health Centre, IIT Mandi
Tender Type	Online bids in two Bid System are invited for the supply of Various Medicines and other Medical Consumables.
Last date and time of submission of tender:	18 th June, 2019 till 3:00 P.M
Opening Date & Time of tender	19 th June, 2019 2019 at 3:00 P.M
Place of Opening of Tenders	Indian Institute of Technology Mandi (IIT Mandi) S&P Section, 2 nd Floor, A7 Building, South Campus, Kamand – 175 005, District – Mandi (H.P.), India
Tender Fees	Non-Refundable Tender Fee of Rs. 1180/- (Tender fee inclusive GST) Rs. One Thousand One Hundred Eighty Only in the form of Demand Draft in favour of 'The Registrar, IIT Mandi' payable at Mandi to be submitted along with the quotation. The same should reach at IIT Mandi before the date of submission of technical
Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 25,000/- (Rs. Twenty Five Thousand Only) in the form of Demand Draft in favour of “ The Registrar, IIT Mandi ” payable at Mandi.
Any Clarification	Email : dr.chandersingh@iitmandi.ac.in , & arsp@iitmandi.ac.in

Indian Institute of Technology, Mandi is interested to enter into Rate Contract for supply of Medicines and other Medical Consumables (**as per Annexure - I**) for a period of one year, further extendable on yearly basis, with the reputed pharmaceutical companies/ authorized distributors and stockiest nominated by the pharmaceutical companies. The rate contract will be with the reputed pharmaceutical companies or authorized distributors and stockist nominated by the pharmaceutical companies willing to participate in the rate contract with IIT. However the rate contract may be extended by one more year, if the performance of the supplier is satisfactory. Decision of IIT, Mandi will be final and binding in this regard.

Interested pharmaceutical companies/ distributors and stockists are, requested to submit their online offers along with percentage discount on MRP/PTR for the medicines under Generic Drugs/ Proprietary Drugs/ Proprietary items under DPCO manufactured by the companies as mentioned in Annexure - I on or before **18th May, 2019 till 03:00 PM** through **CPP Portal**. Tender document can be downloaded from institute's website www.iitmandi.ac.in.

SECTION 2 – ELIGIBILITY CRITERIA

1. The Bidding firm should be in existence for minimum period of 3 years – **(Copy of Certificate of Incorporation / Registration Certificate of the firm)**
2. Certificate of registration issued by appropriate government for the required services valid authorization letter for distributor/ dealership certificate if not manufacturer.
3. Valid up-to - date Manufacturing License
4. Valid Drug license with the offer

5. Copy of the **PAN CARD** of the firm. The firm should submit the attested copies of Sales Tax / GST Registration/PAN/TAN No/**GST No.**

6. The Agency/Contractor should not have been blacklisted by any Govt., Semi -Govt. Deptt., or any other organization. An original copy of affidavit to this effect shall be given by the firm along with the Tender Fee & EMD.

7. The Bidder should have annual Business Turnover of minimum Rs. 25 lakhs for the similar items for the any of the last three Financial years i.e. 2016-17, 2017-18 & 2018-19. **Annexure A-2** (Copy of Audited Annual Accounts for the last three years to be submitted).

8. The Bidder should submit filed ITR for any of the last Three years i.e. A. Y. 2016-17, 2017-18 & 2018-19. **Annexure A-3.** (Copy of filed Acknowledgments to be submitted.)

9. **Undertaking Annexure A-4.**

10. If bidder is Local dealer /distributor/stockist, it is mandatory to attach **Authorization Certificate** along with the bid.

11. List of Clients having rate contract for supply of medicines with the bidder with copy of agreement may be provided, if any.

12. Self attested copies of credentials in support of capability to undertake the supply.

13. Above Document to be submitted (with the technical Bid)

Other conditions:

- 1 The tender will be rejected if any one of the above documents is not furnished along with the tender document.**
 - 2 The rate shall be F.O.R. IIT, Mandi basis and confirm for the period of supply.**
 - 3 All ordered Medicines and medical consumables should be delivered to Health Centre IIT Mandi (H.P.).**
 - 4 Inspection shall be carried out at IIT, Health Centre after arrival of the consignments and decision of the Institute in this regard shall be final.**
 - 5 Advance *payment or part payment in any case is not permissible.***
-
- 1. The Maximum Discount Offer on MRP /PTR of Drugs/ medicine should be valid during Rate contract period.**
 - 2. The price quoted by the tenderers shall not in any case exceed the controlled price, if any, fixed by the Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) and the Maximum Retail Price (MRP).**
 3. IIT does not bind itself to offer any explanation to those bidders whose Technical Bids have not been found acceptable by the Evaluation Committee of the Institute.
 3. The packing, forwarding, freight and transit insurance charges or any other cost/charge, if any must be included in the price and should not be claimed separately.
 4. Price bids of only technically short-listed tenderers shall be opened.
 5. Educational discount, if any, should be clearly mentioned.
 4. Price should be quoted on FOR, Mandi basis only. Price shall be quoted in Indian Rupees only.
 5. The price quoted by the tenderers shall not in any case exceed the controlled price, if any, fixed by the Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) and the Maximum Retail Price (MRP).
 6. Earliest/expected delivery period should be clearly indicated.
 7. The tenderers should submit an undertaking that the quoted items are being manufactured by them (along with the Brand) on its company letterhead. In case of

dealers/stockist, a recent authorization letter from the manufacturer must be submitted. Tenders without specific authorization letter will be rejected.

8. The supplier has to take back the expiry medicines. Supplied medicines should have expiry period preferably one year but not less than six months.
9. "If the supplied drugs /medicines are found to be spurious, the supplier will be blacklisted & legal action will be initiated. It EMD/PBG will be forfeited."
10. Right of the institute IIT, Mandi reserves its right to terminate the contract with any /all the parties on one month notice. IIT, Mandi reserves the right to reject any tender without assigning any reason thereof.
11. IIT Mandi reserves to purchase medicine from the vendor, even if such vendor is not under Rate contract.
12. **Risk Purchase:**
IIT Mandi shall be at liberty to realize from the supplier the differential amount, if any, which it shall have to incur on purchase of the material/work at higher price(s) from elsewhere in the market, if the supplier, due to their fault, fails to supply the ordered quality and quantity of the material within the stipulated time.
13. Conditional offer will not be accepted.
14. Inspection: Inspection shall be carried out at IIT, Mandi after arrival of the materials and decision of the Institute in this regard shall be final.
15. Part Supply is normally not acceptable. But may be allowed on genuine cases, on written request only.
16. Local Stockist: 50% medicines to be supplied in 03 days rest in 07 days from the date of receipt of Purchase order.
17. Out Station Stockist/Institutional(Govt. suppliers) .: 100% Medicines to be supplied within 30 days.

SECTION 3- INSTRUCTIONS TO BIDDERS

SUBMISSION OF OFFER:

1. Technical & Financial Bids should be submitted in PDF format.
2. **In case of financial bids**, a BOQ format has been provided in Excel format. Bidders are required to download the BOQ Excel file and fill their financial offer on the BOQ format. However, if any relevant field is not mention in the BOQ bidder may add the reverent column/field, so that a fair price comparison can be done. After filling the same, submit it online in Excel format, without changing the financial template format.
3. 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
4. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. **Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.**
7. Bidder should log into the site well in advance for bid submission so that he/she 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.
8. Upon the successful and timely submission of bids, 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.
9. The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of main equipment/item and its accessories. If there is any separate cost for installation etc. that should be quoted separately.
10. Each bidder should mark the following reference on the top of the bids submitted online: **“IITMANDI/S&P/PUR-44/2019-20/2388-89/Item Name dated 29th May, 2019”**.
11. The printed literature and catalogue/brochure giving full technical details should be attached with the technical bid to verify the requirement mentioned in the tender. The bidders should submit copies of suitable documents in support of their reputation, credentials and past performance in .pdf format.

12. The rates should be quoted in figures (typed or printed) and cutting should be avoided. The final amount should be in figures as well as in words. If there are cuttings, they should be duly initialed, failing which the bids are liable to be rejected.
13. **Tender Cost:** The bidder should submit a demand draft of **Rs. 1,180/- (Tender fee inclusive GST) Rupees One Thousand One Hundred Eighty only** towards non-refundable **tender fee, drawn in favour of “The Registrar, IIT Mandi”** payable at Mandi in a sealed envelope super-scribed as **Tender fee & NIT No. “IITMANDI/S&P/PUR-44/2019-20/2388-89/Item Name dated 29th May, 2019”** on or before last date & time of submission of bids. In the absence of tender cost, the tender will not be accepted.
14. **Earnest Money Deposit (EMD):**

Bidder should furnish an EMD of a refundable amount of **Rs 25,000/-** in the shape of DD from a scheduled bank in India drawn in favour of **“The Registrar, IIT Mandi” payable at Mandi**. The EMD should be submitted in sealed envelop super-scribed as EMD & NIT No. **“IITMANDI/S&P/PUR-44/2019-20/2388-89/Item Name dated 29th May, 2019”**. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. **Failure to deposit Earnest Money will lead to rejection of tender**. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

- **Note: Both (tender fee & EMD) envelops should be placed in another sealed envelope and to be addressed to:**

**“Assistant Registrar, Stores and Purchase”
Indian Institute of Technology Mandi (IIT Mandi),
S & P Section, 2nd Floor, A7 Building, South Campus,
Kamand – 175 005, District – Mandi (H.P), India”**

This envelop having tender fee & EMD should reach on or before last date & time of submission of bid.

EMD Exemption:

The Institute may accept bids without EMD from those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the Ministry/ Department concerned **as Manufacturer**. To claim the exemption, the bidder must be offering goods manufactured by themselves. Exemption will not be granted in case the bidder is acting as an agent for some other vendor.

15. Any bidder currently engaged in litigation with other Organizations, must inform their status in writing.

16. Communication with bidders will be carried out electronically and /or in hard copy. All bidders must provide their current E-mail address.
17. The bidders who are supplying the imported materials must be registered with the Ministry of Finance.
18. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
19. All the Bids will be opened in the presence of bidder's representatives, who, choose to attend the same as per the date and time specified in the Tender Document.

PRICE STRUCTURE

1. The rates and prices quoted shall be in Indian Rupees upto FOR IIT Mandi at South/North Campus, Kamand. All duties, taxes and levies payable by the supplier under the contract shall be indicated clearly.
2. The rates and prices quoted by the supplier remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any. However, price revision may be allowed after one year.

CANCELLATION OF TENDER:

1. Notwithstanding anything specified in this tender document, IIT Mandi in its sole discretion, unconditionally and without having to assigned any reasons, reserves the rights:
 - a) To accept OR reject lowest tender or any other tender or all the tenders.
 - b) To accept any tender in full or in part.
 - c) To reject the tender offer not conforming to the tenders terms.

VALIDITY OF THE OFFER: 180 Days from the date of submission of offer.

TRANSFER AND SUBLETTING : The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

EVALUATION OF OFFER:

1. The bidders fulfilling the eligibility criteria will be considered for evaluation of their technically and commercially acceptable offers. Further, the proposals found suitable/appropriate will be considered for empanelment. Mere fulfilling the eligibility criteria does not imply consideration for empanelment.

2. Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - a) Non- submission of complete offers.
 - b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
 - c) Receipt of offers in open condition.
3. In case any BIDDER is silent on any clause(es) mentioned in this tender document, IIT Mandi shall construe that the BIDDER had accepted the clause(es) as per the invitation to tender No. further claim will be entertained.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
5. The bidder should consider allowing academic discount to IIT Mandi. The element of discount should be clear and understandable. The discount if any, should be valid for the period of contract subject to annual revision along with the revision of contract period if considered.

SECTION 4 – TERMS AND CONDITIONS

AWARD OF CONTRACT:

1. The Empanelled suppliers will abide by all the Terms & Conditions of the Tender Document.
2. The qualified suppliers will be empanelled initially for the period of One year which can be extended yearly basis subject to annual revision, if their performance found satisfactory.
3. The Performance of the empanelled suppliers will be reviewed during contract period and IIT Mandi reserves the right to retain or delete supplier(s) in the list of rate contract based on performance. No intimation in the regard will be given.
4. Discount if any, should be valid for at least for the period of contract as per conditions above.

Return of EMD

1. EMD of unsuccessful bidders will be returned within 30 days after the award of the contract.
2. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.
3. In case there is loss or damage to the material or unsatisfactory services are provided to IIT Mandi by the bidder then such losses will be adjusted from the Security deposit.

PAYMENT TERMS:

1. 100% Payment will be released after the delivery/ acceptance on the basis of Certificate of faculty concerned.

PENALTY:

Liquidated damages: The date of delivery should be strictly adhered to, otherwise the institute reserves the right not to accept the delivery in part or full. The liquidated damages @ 1% per week subject to a maximum of 10% of the value of the order can be imposed and recovered.

FORCE MAJEURE: Force Majeure will be accepted on request in writing and on production of adequate proof thereof.

Performance Security:

A successful bidder should submit performance Security amounting to Rs. 10,000/- (Rs. Ten Thousand only) in the shape of DD/FDR from a scheduled bank in India drawn in favour of **“The Registrar, IIT Mandi” payable at Mandi.**

LOSS, DAMAGE & SHORTAGE:

IIT Mandi shall not be responsible for any loss, damage and shortage during transit. Payment shall be made for materials received full and in GOOD CONDITION only.

GENERAL:

1. IIT Mandi reserves the right to enter into parallel Rate contract for similar items any time during the period of Rate Contract with one or more parties.
2. A panel of bidders / suppliers shall be selected for the supply of subjected items.
3. The leaflets, catalogues, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.
4. The Rate Contract can be terminated at any time WITHOUT NOTICE by either party.
5. The stores so supplied will have to be of high quality & grade and in the event if they are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business in IIT Mandi and other Govt. Organizations.
6. The acceptance of the offer will rest with IIT Mandi, who does not bind himself to accept the lowest Tender and reserves the right to reject / accept partially or wholly the tenders received, without assigning any reason.
7. Mere submission of application / proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which decision of IIT Mandi shall be final and binding on the parties.
8. Printed terms and conditions of the applicant on its quotation Form / Literature / Letter etc. If any, will not be binding on IIT Mandi.
9. Enlistment under Rate contract with this Institute does not ensure business of any quantum, whatsoever. Institute reserves the right to place an order for similar items on any other firm. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.
10. Prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organization / Private Organization during the period of contract

failing which the "FALL CLAUSE" will be applicable. A certificate to this effect may be provided by the firm that the lowest prices have been offered to IIT Mandi. In case it is found that the price charged by the firm is more, the same will be recovered from the subsequent/unpaid bill(s) of the supplier. (Format as per Annexure "D")

11. If the quality of product and service provided is not found satisfactory, IIT Mandi reserves the right to cancel or amend the contract.

ACCEPTANCE / REJECTION:

IIT Mandi reserves the right to accept a quotation in part or in full or to reject all quotations or any of the quotations received, for non-compliance of any of the above items, conditions or instructions or for any other reason without assigning any reason thereof.

Arbitration Clause:

In the event of any dispute or difference(s) between the vendee Institute (IIT Mandi) and the vendor(s) arising out of non-supply of material or supplies not found according to specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed the matter, shall be referred to "The Director, IIT Mandi", Kamand who may decide the matter himself or may appoint arbitrator(s) under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties.

- a) In case of a dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause above. But if this is not acceptable to the supplier then dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- b) The venue of the arbitration shall be the place from where the order is issued.
- c) The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- d) All disputes shall be subject to Mandi Jurisdiction only.

Sd/-
Assistant Registrar
(Stores & Purchase)

SECTION 5 – BIDDER'S INFORMATION

Sr. No.	Vendor Details	
1	NAME & ADDRESS OF THE MFTR. / FIRM / VENDOR (with Tel. / Fax / Mobile / email address)	
2	NAME & ADDRESS OF THE LOCAL AUTHORISED DEALER / DISTRIBUTERS, if applicable	
3	Phone with STD code-	
4	Fax-	
5	E-mail-	
6	Contract Person Name-	
7	Mobile No. -	
8	Type of Bidder –	
9	- Manufacturer (Please mention)	
10	- Authorised Dealer / Stockiest of various medicines and other medical consumables (Attach Authorisation Certificate)	

SECTION 6- COMMERCIAL BID

Sl. No		
1	Percentage of discount offered on Catalogue Prices (Both in figure and words)	
2	Categories wise i.e.(various medicines and other medical consumables) and itemwise Catalogue price clearly mentioning unit prices, description, allied taxes etc	
3	Delivery Period at IIT at North Campus, Kamand	

(Note:- Commercial terms and conditions in PDF format must also be uploaded)

Date:

Signature

Name & Address of the Firm_____

Telephone No.

Mobile No. _____

ANNEXURE-I**List of Reputed Pharmaceutical Companies of Allopathic Medicine**

Sl. No.	Name of Companies
1.	Pfizer
2.	Cipla
3.	Sun Pharma+(Ranbaxy)
4.	Lupin
5.	Torrent
6.	Glaxo
7.	Novarties +(Sandoz)
8.	Alkem (All Division)
9.	USV
10.	Franco India
11.	Unique
12.	Dr. Reddys +(UCB)
13.	Apex
14.	Abbott
15.	Zydus Cadila
16.	Aristo (All Division)
17.	Serdia Pharmaceutal
18.	IPCA
19.	Aventis(Sanofi)
20.	Merck
21.	Medley
22.	Astra zeneica
23.	Unichem
24.	Glenmark
25.	Shreya
26.	Blue Cross
27.	Wockhard
28.	Macleods
29.	Wyeth lab.
30.	Juggat Pharma.

31.	Biochem
32.	Fourts
33.	Allergan
34.	Bayer
35.	Modi Mundipharma
36.	Raptakos
37.	Indchemie
38.	German Remedies
39.	Mapra
40.	Cachet
41.	Indoco
42.	Cadila Pharma
43.	Micro
44.	Alembic
45.	Ajanta
46.	Win-Medicare
47.	Intas
48.	East India
49.	Johnson & Johnson
50.	MSD
51.	Mankind
52.	Albert David
53.	Wallace
54.	Emcure
55.	Biological E
56.	Panacea Biotec
57.	IDPL [Govt.Co.]
58.	KarnatakaAntibiotic
59.	Hindustan Antibiotic
60.	Meyer
61.	Biocon
62.	Dey,s
63.	RPG Life Science 65.Aksigen.

64.	Organon
65.	DWD
66.	Biotic
67.	Chemo Biological
68.	BACFO
69.	Foregen
70.	Stadmed
71.	Bonne Sante
72.	Elan
73.	MSN
74.	FDC
75.	AKC
76.	Ozone
77.	Systopic
78.	Delta
79.	Pils Pharmaceutical
80.	H & H
81.	Albert David
82.	Friska
83.	Dermavision
84.	Seagull
85.	Neon
86.	Walter Bushell
87.	Base
88.	Ethicon

Surgical items for emergency/minor OT/general purpose of any available brands.

ANNEXURE A- 3 : UNDERTAKING

(On Company / firm's Letterhead)

We hereby declare that all the particulars given in this tender are true and complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked for by IIT Mandi. We understand that information provided by us will serve as pre-qualification Criteria for enlistment on RATE CONTRACT and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract you contract may be canceled and all your claims may be forfeited by the IIT Mandi. We have read and understood all the terms and conditions of RFP and we fully agree to it.

We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of IIT Mandi. We also undertake that all the terms and such as Product Range, Price, Discount, Delivery/other charges, Terms of payment and also the name/s of the Dealer/Distributor will remain unchanged during the period and no alteration will be done without your official approval. However, we will promptly change our distributor / supplier if a request/complaint is received from your end with regard to this effect due to any reason.

(Signature of the Bidder)

Name & Designation

Seal

Date :

Business Address:

ANNEXURE A-4: FALL CLAUSE NOTICE CERTIFICATE
(On Company / firm's Letterhead)

FALL CLAUSE NOTICE CERTIFICATE

**Ref: "IITMANDI/S&P/PUR-44/2019-20/2388-89/Item Name dated 29th May, 2019"
tender for Annual Rate Contract for the Supply of various medicines and other
medical consumables etc.**

This is to certify that we have offered the maximum possible discount to you in our
Quotation No. _____ dated _____

The prices charged for the stores supplied under Rate Contract should under no event be
higher than lowest prices at which the party sells the items of identical description to any
other Govt.

organisation/PSU's/Autonomous bodies/Pvt. Organisations during the period of contract
failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, IIT Mandi will have the right to recover
the excess
charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of the Bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be
signed by a person competent and having the power of attorney to bind the same.