

INDIAN INSTITUTE OF TECHNOLOGY INDORE
(A Statutory Institute of Ministry of HRD, Govt. of India)



NOTICE INVITING TENDER
FOR
RATE CONTRACT FOR SUPPLY OF MEDICINES &
DRESSINGS

IITI(MM)/NIT/RC-MED/2017-2018

Materials Management Section
IIT Indore
Workshop Building, Simrol
Khandwa Road, Indore- 453552
Tel.: 0731 - 2438958, Email: mms@iiti.ac.in
Website: www.iiti.ac.in



भारतीय प्रौद्योगिकी संस्थान इन्दौर
सिमरोल, खंडवा रोड, इन्दौर, भारत, पिन - 453 552

Indian Institute of Technology Indore
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IIT Indore

IITI(MM)/NIT/RC-MED/2017-2018

October 13, 2017

NOTICE INVITING TENDER
FOR
RATE CONTRACT FOR SUPPLY OF MEDICINES & DRESSINGS

Sealed tenders for purchase of drugs & dressing are invited by the Indian Institute of Technology (IIT), Indore from well-established and reputed pharmaceutical firms, for a period of One year from the date of finalization of the Rate Contract, which may be extended on satisfactory performance and agreed by both the parties. Interested Bidders should read the tender to ensure that they fulfill all the terms and conditions and the Tender Schedule as specified in the tender documents before submitting their bids.

Interested Companies/ Firms/Agencies may download the Non-transferable tender forms containing terms and conditions from institute website http://www.iiti.ac.in/tender_mms.php

The tender will be opened by the tender opening committee on the same date at in the presence of Tenderer or their authorized representative, if any.

IIT Indore reserves the right to accept/reject any or all tenders without assigning any reasons thereof.

Dy. Registrar (MM)

SCHEDULE OF TENDERING:

Tender Name	Rate Contract for Supply of Medicines & Dressings
Bidding System	Single Bid System
Pre-Bid Queries	October 23, 2017 upto 3.00 PM
Pre Bid Meeting	October 26, 2017 at 11.30 AM
Last date of tender submission	November 07, 2017 upto 3.00 PM
Date of opening of bids	November 07, 2017 at 3.30 PM
Earnest Money Deposit	Online EMD Submission: Earnest Money Deposit amount will be Rs. 10,000.00 (Ten Thousand Only) Bidder can submit their EMD against purchase tenders online by Visiting to the below link: http://deposit.iiti.ac.in/mms/
PBG in the form of DD from Indian Nationalized Bank	The contractor will have to deposit a sum of Rs. 25,000/- (Twenty Five Thousand) only as a security for the due performance of the agreement in all respects.
Venue and Address for submission of Tenders	Tender Box at Workshop Building, Khandwa Road, Simrol Campus, Indore, Madhya Pradesh



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Instructions to the Bidders: (IMPORTANT INSTRUCTIONS FOR FILLING OF TENDERS)

1. The Price Bid should be submitted on a separate sheet and submitted in a sealed cover along with other documents.
2. The Rate Contract will be governed by the terms and conditions enclosed with this Tender Enquiry and no modifications / alterations etc. are allowed in any case. If any modification / alteration is proposed or any other condition advanced by the tenderer, it shall be ignored and the tenderer will be bound by the terms of tender notwithstanding any modification/alteration etc. proposed by them.
3. No quotation/paper shall be accepted after the prescribed date and time.
4. Discount may be quoted in percentage (%):
 - **Generic**
 - **Non Generic**
 - **Dressings.**
5. **Critical Medicine:** Whenever there is any urgency to procure medicine, firm should arrange the same from any market/ agent/ as per request of the buyer through call/ email.
6. Discount structure shall be applicable on direct purchase medicine also, if any student/faculty/staff members of IIT community, whosoever contacted the supplier against payment.
7. Variation in price will not be entertained, once the purchase order placed. Before supplying they should intimate the buyer about price fluctuations.

IIT Indore shall not be responsible for non-receipt or delay of the Tender Documents due to postal delay/loss in transit or any other reasons. For any information related to this tender, bidder may contact to sunilrch@iiti.ac.in / mms@iiti.ac.in or Landline no 0731-2438958/0732-4306958

Essential Certificate:

1. For New Drugs, enclose an approval certificate of the Drug Controller General of India along with certificate from the concerned licensing authority.
2. Valid GMP Certificate as per revised Schedule 'M' of the Drugs & Cosmetics Rule WHO-GMP Certificate for the items quoted.
3. For the drugs which are being imported, the firm should possess valid import license issued by Drug Controller General of India and marketing license issued by concerned Licensing Authority.
4. In case of narcotics, the firm will have to submit the narcotic license issued by the licensing authorities.
5. For the drugs quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.



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General Conditions of Contract (GCC)

1. This enquiry is for the purpose of executing Rate Contract for supply of medicines in IITI. The rates quoted and accepted by the IITI shall be valid for the quantities that may be purchased from during the course of the contract.
 2. The quotations shall remain open for acceptance for 180 days (One hundred Eighty days) from the date of opening of tenders.
If it is found subsequently that the WHO-GMP certificate has been issued not in accordance with the guidelines issued in this regard by the Drug Controller General of India (which includes joint inspection of the manufacturing unit by central and state drug control authorities), the certificate as well as the tender are liable to be rejected.
- OR**
- GMP (Good Manufacturing Practice) Certificate as per the revised Schedule 'M' of the Drugs & Cosmetics Rules for the drugs quoted.
3. **Conclusion of Rate Contract:** After the quotations have been accepted by the IITI, purchase order will be placed by the IITI after scrutiny in all matters connected with the execution of supplies and/or wherever specifically provided in the terms and conditions of the Rate Contract.
 4. **Purchase order** will be placed from time to time during the currency of the contract in which the exact quantities required on each occasion together with the date of delivery shall be specified by the Purchase section.
 5. **Validity and Tenure of the Contract:** Purchase order against the contract will be accepted as long as these reach the contractor on or before last date of the currency of the contract. Purchase order received during the closing days should be complied with in due course, in accordance with the contract, even though having expired, supplies are to be executed contract.
 6. **Right to reject:** The Indian Institute of Technology Indore reserves the right to reject any or all offers including the lowest quotation without assigning any reasons whatsoever. IITI will also have the authority to accept tenderer's offer in respect of any one or more of the items for which tenderers may have quoted and his decision in this respect shall be final.
 7. The Institute (IITI) reserves the rights to invite in his sole discretion separate quotations to effect purchases outside this contract in the event of any urgent demand arising in a locality where no stocks are held or otherwise.



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8. **Conformity:** Quotations shall be strictly according to the required specifications, and in the case of formulations, detailed formula along with the connected literature, Drug licenses should be furnished. The name of the manufacturer, and the brand name should also be stated.
9. **Bond:** The contractor should also give a **guarantee** in form of guarantee bond as follows in case of biological and other products having a particular life period to provide safeguard against losses on account of deterioration within their stated period of potency.
10. **Fall Clause:** The price charged for the stores supplied under the agreement or the rate quoted by him for supply of medicines to the IITI, whichever is lower, shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person(s) during the said period of agreement. If at any time during the said period, the contractor reduce the sales price of such stores or sells such stores to any other person at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction in sale price to the IITI and the price payable under the agreement for the stores supplied after the date of its coming in to force will be the reduced price. The approved price in Rate Contract shall stand correspondingly reduced.
11. **Pricing:** The price must be quoted F.O.R Destination per unit as shown in the schedule annexed and should be exclusive of GST but inclusive of all charges for packing and forwarding.
12. **Taxes, Duties etc.:** Excise duty, GST and other Taxes if extra, where legally leviable and intended to be claimed, should be distinctly shown separately along with the price quoted. Where this is not done, no claim of excise duty, Sales Tax and/or other taxes will be admitted at any later stage on any ground.
13. **Payment:** Payment for the supply will be made within 30 days (after receipt and acceptance of the goods) directly by the accounts section. In case, payment is delayed due to some reason for submitted invoices, supply against new orders should not be affected / stopped / delayed, due to late non clearance of payment, due against previous invoices.
14. **Delivery Period:** Delivery Period will be ordinarily within One (01) week from the date of Placement of Purchase Order if not specifically mentioned in the P.O. The successful tenderers shall maintain stocks at the station/stations indicated by him and shall make deliveries against supply orders for such stocks, as and when, required. On receipt of an order from Purchase section, the successful tenderer shall, execute the order within 01 week from the actual date of dispatch. In case of failure to supply, the IITI reserves the right to purchase the stocks from other sources as risk purchase, i.e. purchase from any other firm or firms, in the rate contract or from



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outside the contract at the discretion of the Purchase Section concerned at a competitive rate.

15. **Liquidated Damage Penalty:** If the successful tenderer fails to execute the supply order within the stipulated period penalty of (0.5) per cent of the value of the order calculated at the contract rate per week or a part of a week will be levied. The maximum penalty for late supply shall not exceed 10% of the total value of the order/orders. The cut of date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at FOR destination. A successful tenderer can extend the delivery period with the agreement of the Purchase Section, if he is not in a position to execute the order in time. Such extension is permissible for a maximum period of 5 weeks and in this situation penalty will be levied as mentioned above.
16. **Force Majeure :** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this contract caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely
17. **Earnest Money Deposit (EMD / Bid Security (BS):** Earnest Money Deposit amount will be Rs. 10,000.00 (Ten Thousand Only) Bidder can submit their EMD against purchase tenders online by Visiting to the link: <http://deposit.iiti.ac.in/mms/>. Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with
- Central Purchase Organization (CPO) i.e. DGS & D.
 - National Small Industries Corporation (NSIC). However, this certificate should be for manufacturing of the item indented and not for selling items manufactured by other firms. The NSIC should be valid for a period of six months (180 days) beyond the Bid validity.
 - Concerned Ministry / Department.
 - Startups as recognized by Department of Industrial Policy & Promotion (DIPP).

No interest will be payable by the Purchaser on the Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest. The Earnest Money of successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to provide service as per order terms and conditions within stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.



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- 18. Performance Bank Guarantee:** The contractor will have to deposit a sum of Rs. 25,000/- (Twenty Five Thousand) only as a security for the due performance of the agreement in all respects. The security deposit of should be deposited by the successful bidder after the award of the contract. Performance Security shall be deposited and the EMD of the other will be returned at the time of awarding of the contract. The Institute shall have right to recover/adjust the Security Deposit towards any loss/damage suffered by the Institute due to negligence/non-performance/delay in performance etc. of the Contractor or his representative during the currency of the Contract.
19. In the event of the Security Deposit falling short of the aforesaid amount due to recover/adjustment of the losses suffered by the Institute during the currency of the Contract, the Contractor shall deposit/pay such amount by which the Security Deposit falls short immediately on demand or the same may be recovered from the Contractor's pending Bills with the institute. No claim shall be made against the IIT, Indore in respect of interest, if any due on the security deposit or depreciation in value.
- 20. The EMD/Bid security may be forfeited:**
- If the bidder withdraws his bid during the period of validity specified in the bid form.
 - If the successful bidder fails to accept the order within a week of the issue of order.
- 21. Return of the EMD/BS:** EMD/Bid security of the unsuccessful bidder will be discharged/ returned within 30 days of the finalization/Award of the Contract.
- 22. Submission of Bid:**
- The bids should be duly sealed and addressed to Dy. Registrar (MM), IIT Indore, Simrol, Khandwa Road, Indore- 453552.
 - Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.
- 23. Signing of the tender:** The individual signing the tenders or other documents connected with the contract must specify whether he signs as:-
- A sole proprietor of the firm or constituted attorney of such sole proprietor.
 - A partner of the firm, if it be a partnership firm in which case he must have authority to refer to arbitration disputes concerning the business of the partnership/agreement or a power of attorney.
 - Constituted Attorney of the firm if it is a company.
 - A person signing the tender form or any documents forming part of the contract on behalf of



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another shall be deemed to warrant that he has authority to sign the same and, if on enquiry it appears that the person so signing had no authority to do so, the purchaser may without prejudice to other civil and criminal remedy cancel the contract and hold the signatory liable for all costs and damages.

24. **Arbitration:** In the event of any dispute or difference arising under these conditions or any special conditions or contract or in connection with this contract, except as to any matters the decision on which is specially provided for by these or special conditions the same shall be referred to the sole arbitration of the IITI or some other person appointed by Director IITI. It will be no objection that the arbitrator is a Government / IITI employee and that he had to deal with matters to which contract relates or that in the course of his duties as Govt./ IITI servant he had expressed views on all or any of the arbitration dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.
25. **Cancellation:** IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
26. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
27. For any dispute, the place of jurisdiction shall be Indore, India only.

Special Terms and Conditions:

1. **Rate Revision: Successful** tenderers shall not be entitled to any rate revision of price for any reason except that allowed by Government of India.
2. **Validity of the Rate Contract** is with initial period of one year from the date of finalization of the contract, but in case of exigencies, period can be extended further by mutual consent of both parties.
3. **Marking:** Each packing shall be marked with nomenclature of the drug and shall be labelled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.
4. **Packing:**
 - a. Tendering firms must quote for the packing specified against each item in the schedule annexed "To the rate enquiry", as any other packing may not be accepted.



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- b. Where no pack is specified, tenderers may quote for standard packs available in the market.
 - c. All labels of cartons, ampoules, vials, bottles, jars, tubes, tins, containers etc., should be emboldened/imprinted/stamped with the letters "**IITI Supply not to be Sold**".
 - d. Loose supplies/damaged packing/tempered or damaged labeled supplies shall not be accepted under any circumstances.
 - e. Rates should be quoted for **Strip packing** only except where mentioned.
 - f. Supplies to be made in proper boxes.
 - g. Liquid orals to be supplied only in glass bottles / plastic bottles conforming to IP / Drugs & Cosmetics Act.
 - h. Large volume parenteral to be quoted and supplied only in plastic bottles / polypacks conforming to I.P.
 - i. It should be ensured that only **first use packaging material, of uniform size including Bottles** and vials is used for making supplies on the basis of IITI Rate Contract.
 - j. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
 - k. Packing should be able to prevent damage or deterioration during transit.
5. **Life Period: Drug supplied should not be older than one sixth (1/6) of its shelf life from the date of manufacture.**
6. **Intimation of Damage/Shortage etc:** The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply order in good condition at the specified destination and for this purpose freight insurance octroi etc., if any, will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the contractor, of any loss damage to the stores, Variation in Quantity, Shortage, Packing size etc. that may have occurred during the transit or otherwise.
7. Returned/ Replacement will be done in respect to excess stock purchased, not utilized at IIT Indore. Same shall be adjusted in order/bill, if any.
8. The supplier shall arrange to effect free replacement of any quantity, which may deteriorate in potency, strength etc., before the date of expiry marked on the labels.
9. In case of controlled goods by the Govt., the quotations must be sent subject to the controlled



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rates and other conditions and the contractor will be paid at the controlled price or rates offered by the contract whichever is less. Controlled goods must be clearly mentioned as such in the tenderers' quotations.

10. After opening of tenders: -

- withdrawal of the complete tender can be allowed but in such cases, the earnest money shall be forfeited in full;
- no change/alteration in rate or other terms in the tender will be permitted under any circumstances; and
- partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.

If the firm fails to execute the supplies two times during the currency of the rate contract, it shall be debarred for the next two years with effect from the last failure.

11. **Pharmacopoeal Specification:** IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drug and Cosmetics Act.

12. In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and the bidders will be blacklisted.

13. **Governing Law:** The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.

14. The tenderer, if selected, will have to supply drugs & dressings directly to the IITI.



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ANNEXURE- 'B'

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s_____ are holding valid manufacturing licenses No._____ date_____of the State and they are manufacturing the following products since the last three years.

It is further certified that the following products are also being marketed for the last three years.

The products are as follows:-

S. No.	Name of the product Item No.	Pharmacopoeal Specification	Strength
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Note :

1. This certificate is to be signed by the Drug Controller of State. Certificate issued by Inspector of Drugs/Drug Inspector will not be accepted unless their authorization by the State Drug Controller to this effect is supported by documentary proof.
2. Firm should have three completed years experience of marketing and manufacturing as on date of opening of the tender.

Dated:

Signature and seal of
Drug Controller of the State



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Annexure –‘C’

Pro forma to be filled in by the Tenderer.

I GENERAL INFORMATION

a)	Name of the firm:	
b)	Address for correspondence: Telephone No.:/ Fax No. E-mail address:	
c)	Whether the firm is Indian / Multi-national.	
d)	Whether small/medium/ Large scale company.	
e)	Person responsible for conduct of Business	
f)	Particulars of Licenses held under Drugs & Cosmetics Act & the details. (If the license is under renewal, certificate from the Drug Controller that the license is under renewal and deemed to be enforce should be enclosed.	
g)	Procurement agency with which registered and the agencies to whom drugs quoted supplied during last one year.	
h)	Have the firm ever been black listed/debarred by any procurement agency. If yes, details thereof.	
j)	Has the firm ever been debarred/black listed for supply of drug/drugs by IIT: if yes, give details.	
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II TECHNICAL

1. Has the firm carried out stability study for drugs quoted:
2. Is the firm basic manufacturer of the drug quoted, if yes, details:
3. Drugs declared sub-standard/recalled during the last two years. Give details with reasons and the remedial action taken:

III FINANCIAL

- a) Name & Address of the Bankers to the firm. _____

- b) Income tax No./GST No./ PAN No.

DECLARATION

I _____ proprietor /partner/director of
M/s. _____ hereby declare that the information given in
this form is true and correct to the best of my knowledge and belief.

Name & Designation with stamp



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PRICE BID

Item No.	Name of the item	Unit	Rates offered (in figures) excluding excise duty.	Excise duty.	Net Rates offered (in words & figures). (4+5)	Retail Sale Price*	Taxes, if, any	Brand Name	Is Price Notified by NPPA, if yes, Order No. & Ceiling Price
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

* "Retail Sale Price" means the retail price displayed by the manufacturer under the provision of the Drug (Prices Control) Order, 1995.

* Rate list /MRP copy or link of specific brand.

You may quote in percentage on all medicine as required by the Institute (Generic, Non Generic & Dressings)

Firms/Agency Signatire & Seal



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PRE-BID QUERY FORM

PART- VII

Sl. No	Sl. No. & File No. with Name of the Items.	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviation sought	Clarification/Response from IIT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				