TENDER DOCUMENT

TENDER FOR SETTING UP OF 12-HOUR MEDICINE AND CHEMIST SHOP
AT IIT Delhi.

Under licensing arrangement

The tenders are invited from capable, well-equipped, experienced and reputed organizations registered under The Indian Companies Act for setting up of a 12-hour Pharmacy in the premises of the above mentioned i.e IIT Delhi with following terms and conditions.

1. **SCOPE :**

IIT Delhi in order to facilitate its staff & students, proposes to open a 12 hours Pharmacy in the premises of the IIT Hospital. IIT Delhi also expects the bidder company to extend the facility of Pharmacy to the authorized beneficiaries of IIT Delhi on PAN INDIA basis by means of a smart card/ or any other mutually agreed medium (cash less transaction) through its network of outlets.

2. **ELIGIBILITY CONDITIONS:**

The bidder must fulfill the following qualifying conditions:

i) The company must be registered under the Indian Companies Act for at least 4 (four) years.

ii) The company must have the work experience in running of retail pharmacies attached to a Government owned hospital with a minimum of 500 beds. Preference will be given to a company having experience in a University or an Institute of repute and in a PSU or an Autonomous Body.

iii) To cater to a multi cultural community in these hospitals, the company must have a presence in at least five states of India with at least 100 established chemist shops in India and at least 25 in Delhi (document of proof with valid Drug Licenses in the name of the company must be attached).

iv) The company must be in possession of valid drug License for retail 12/24 – hours Chemist Shop as per Drugs & Cosmetics Act, 1940, as amended from time to time and Rules made there under (for existing establishments).
v) The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs & Cosmetics Act 1940 and rules made there under.

vi) The company must have Trade Tax / VAT / Sales Tax registration number and PAN number.

vii) The bidder should neither have been blacklisted by any central/state government department in the last five years nor should have any litigation pending with any of these departments.

viii) The company with a valid iso/equivalent certification for over three years will be preferred.

ix) Only a single company will qualify to bid for IIT Delhi. A consortium or group of companies will be disqualified from this tender.

3. PROCEDURE FOR SUBMISSION OF BIDS:

3.1 It is proposed to have two bid system for this tender:

a) Sealed Technical Bid (In the format placed as Annexure-I) in one envelope along with EMD of Rs.2.00 lacs by way of Demand Draft in favour of “Registrar IIT Delhi.” Super-scribing “Technical BID”.

b) Sealed Financial bid (In the format placed as Annexure-II) in one envelope duly signed, stamped super-scribing “Financial Bid”

3.2 Both the documents viz. Technical Bid Envelopes and Financial Bid Envelopes prepared as above are to be kept in a single sealed envelope super-scribing “Tender for 12- Hour Medicine Pharmacy” and mailed by Speed Post/Registered Post to O/o the Asst Registrar (Stores & Purchase), Room No.AD111, Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016 by 3.00 PM, up to November 1, 2011. In the event of the specified date for the submission of bids being declared a holiday for the IIT Delhi, the bids received by the o/o Asst Registrar (Stores & Purchase) after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder. The IIT Delhi will not be responsible for any postal delay or non-receipt/non-delivery of the bid. No further correspondence will be entertained on the subject.
A Pre-Bid meeting will be held on October 18, 2011 at 4.00 PM in the Board Room, IIT Delhi. The Technical Bid will be opened on November 1, 2011 at 4.00 PM. Only those Tendereres who qualify in Technical Bid, their financial bid will be opened on a specific date which will be notified later. The venue for opening of both technical and financial bids will be the Board Room, IIT Delhi. Any Tenderer(s) may remain present on these Date(s) & Time(s).

Note:

a) The offers submitted through Telex/Telegram/Fax/Email or any manner other than specified above will not be considered. No further correspondence will be entertained on this matter.
b) Bids shall be valid for 60 days from the date of opening. IIT Delhi holds the right to reject a bid valid for a period shorter than 60 days as nonresponsive, without any correspondence.
c) Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required by the tenders Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder’s risk and may result in the rejection of the bid.
d) IIT Delhi reserve the right to accept and bid on the basis of suitability of the financial bid, and to annul the Tender process and reject all bids at any time prior to award of Contract.
e) No Bidder shall contact any authority of IIT Delhi on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a Bidder to influence any member of IIT Delhi bid evaluation committee, regarding bid evaluation, comparison or contract award decision may result in the rejection of the bidder’s bid and forfeiture of the bidder’s EMD.

4. PROCEDURE FOR EVALUATION OF BIDS

The evaluation of financial bid would be based on the highest percentage of discount given by the tenderer in the financial bid.

Note:

a) “Discounts are to be quoted on MRP
b) Sale volumes are expected to be more than Rs. 2.5 crores per annum as per the present estimates. In case the amount falls short, the discount rate will not be changed and will remain same. However the bidder, prior to quoting rates, can make their own study to estimate the sale volumes for the purpose of assessing financial viability of their proposal. Conditional bids in this regard would be summarily rejected.
c) Whenever the sale exceeds Rs 3.5 crores, the discount will also be increased proportionately. For example, if sale for a particular year is Rs.
4.0 crores, the discount will increase by a factor of 4.0/3.5(1.143).

d Monthly license fee to IIT Delhi will be Rs 8(eight) per square feet covered area.

5. **DEED OF LICENSE**

The qualifying bidder shall sign a Deed of License; primarily for fair trade practices in all dealings with IIT Delhi incorporating tender terms, delivery mechanisms and penalties for default. The deed of license shall be signed within seven days of communication from the IIT Delhi failing which the EMD of the bidder shall be forfeited and opportunity may be extended to next technically and financially qualified (next highest) bidder.

6. **PERIOD OF LICENSE**

a. The License shall be for a period of three years with review at the end of each year commencing from the date of opening of the 12 hours medicine (including Ayurvedic and Homeopathy) and chemist shop.

b. The awardee shall open the above said shop within 30 days from the execution of a Deed of License to be signed between the IIT Delhi and the awardee.

c. On the expiry of the period of this License, it may be renewed at the option of the IIT Delhi such terms and conditions as it may impose which will be based on performance evaluation procedure. The duration of the extended period shall be determined by the IIT Delhi which shall not be for more than two years at a time.

7. **PERFORMANCE GUARANTEE**

The Licensee shall deposit with the IIT Delhi a sum Rs 15 Lakhs in the form of a Bank Guarantee furnished by a scheduled/nationalized Bank within 30 days of execution of the license deed or before opening of chemist shop, whichever is earlier for due and complete performance of the terms and conditions of tender. The said performance bank guarantee shall be valid for a period of 03 years plus 02 months from the date of execution of the License deed.

8. **GENERAL TERMS & CONDITIONS**

8.1 The IIT Delhi have the right to continue with the existing agreements and arrangements and also to enter into any fresh agreement at any time
during the period of the license, which are covered under its definition of externally funded drug trial projects and other minor research projects wherein drugs/ medicines provided to the patients are sponsored by the external funding agency.

8.2 The IIT Delhi shall provide electrical connectivity to the licensee to open and run the 12 hours medicine Pharmacy and in lieu thereof the licensee shall give to the IIT Delhi on the seventh day of every month the quoted amount of License fee.

8.3 The Licensee shall get the space organized and carry out the interior decoration of the premises at its own cost after getting the plans, lay outs, overall design and furnishing approved by the IIT Delhi in writing. The Licensee shall be further required to make such additions and alterations or changes in the layout, furniture, and other infrastructural requirements as and when felt necessary by the IIT Delhi with a view to ensure provision of proper facility to patients and their attendants. Failure to carry out such modifications within the period as prescribed by the IIT Delhi shall entitle the IIT Delhi to disallow the Licensee from opening of the License premises to the patients till such time the required modifications and refurnishing as asked for is carried out by the Licensee.

8.4 Upon expiry of the period or termination of the License, as aforesaid, the licensee shall clear all the dues of the IIT Delhi and close its business. Licensee will have no right to carry on business at the premises. The Licensee will forthwith remove its goods/ furniture etc. and the IIT Delhi shall have the undisputed right to make use of the premises in the manner and discretion of the IIT Delhi. In case the Licensee does not remove its articles and goods, the same shall be removed by the IIT Delhi at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the IIT Delhi. The IIT Delhi shall, however, have lien over the goods and the articles and Licensee shall not be allowed to remove the same unless all the dues of the IIT Delhi have been paid by the Licensee.

8.5 Upon expiry of the period or upon the termination of the License, if the Licensee fails to vacate or remove its effects from the premises, the Licensee shall be treated to be trespasser and shall be under the liability to pay damages for such period of the License fee.

8.6 In case any damage is done to the electrical installation of the premises by the Licensee. The Licensee shall be liable to pay the cost and expenses of the repair and replacement. The decision as to the amount of cost and expenses by the IIT Delhi shall be final and binding on the Licensee.
8.7 The charges for the electricity & water consumed shall be paid by the Licensee to the IIT Delhi on monthly basis. The Licensee shall pay for electricity on actual consumption basis for electric gadgets/equipments etc. at the applicable tariff. Failure on the part of the Licensee to pay the above charge shall entitle the IIT Delhi to withdraw the facilities and the IIT Delhi shall have further right to stop the entry of the Licensee in the said premises till such time the aforesaid service charge are paid by the Licensee to the IIT Delhi.

8.8 The Licensee shall observe and comply with all the rules and regulations of the Shops and Establishments Act, Employees State Insurance Act, 1948, Minimum Wage Act, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Workmen’s Compensation Act, and any other provisions of the Law, Rules and Regulations enforced from time to time by the local authorities or any other authority applicable to their business.

8.9 The Licensee shall be solely responsible for any act, omission, negligence, liability, charges etc. against its employees. The IIT Delhi in no way whatsoever shall have anything to do with the liability of the Licensee in such respect.

8.10 The Licensee shall, at least, stock defined items, Drugs/Medicines (Allopathic, Ayurvedic & Homeopathy with the brands selected by IIT Delhi. Pattern of drugs procured by IIT Delhi during 2010-2011 can be collected in the office of Assistant Registrar (Store Purchase Section). The Licensee shall provide inventory list to the IIT Delhi when asked for. If the drugs/ articles stocked/ supplied are discovered to be not conforming to the description and the quality prescribed by IIT Delhi it may tantamount to be the breach of License by the Licensee.

8.11 The Licensee shall procure the items contained in the inventory list only from the manufacturers and consignee and freight agents/ stockiest appointed by the manufacturers of those items. To substantiate, the Licensee shall furnish a certified copy of such back-to-back arrangement of stockiest with the manufacturers to the Medicals Institution.

8.12 The Licensee shall maintain sufficient stock of items at all times to avoid inconvenience to patients. The licensee shall also ensure that the medicines dispensed are as per prescriptions of the Doctors. In case of failure or refusal or substitution on the part of the Licensee to supply the prescribed medicine to the patients, the License may be cancelled at licensee’s risk and cost.

8.13 The Licensee will stock medicines as recommended by IIT Delhi. The Licensee will also ensure /device a mechanism so that the medicines
prescribed by IIT Doctors are available to IIT employees on cashless basis at their all outlets. In case, it is found that any particular medicine has expired or is spurious, the Licensee will be black-listed besides initiation of any other legal actions as deemed fit by the IIT DELHI.

8.14 The Licensee shall meet all the conditions of retail 12-hours chemist/ drug License granted by the state Drug Controller during the entire period of this License deed with IIT Delhi any breach of such condition will tantamount to be breach of this License deed by the Licensee.

8.15 The licensee shall maintain adequate storage facility in relation to proper stocking of medicine, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturers of such drugs.

8.16 The Licensee shall be required to adopt fair business practice by exhibiting the MRP, discounted amount and net payable amount inclusive of all taxes, and the batch number of medicine in the invoice/ cash memos issued to the patient/ patient attendant and shall adhere to any other instructions issued by the IIT Delhi from time to time, in this regard. The same information shall also be provided to the IIT Delhi administration for organizing its public display.

8.17 In the event of any complaint received from the customer or from any authority of IIT Delhi or otherwise regarding the quality of the goods sold by the Licensee, the Licensee shall be entirely responsible for the same and liable for penalty/ damages or otherwise as well as compensation to the IIT Delhi for damaging/ tarnishing its reputation.

8.18 The IIT Delhi at its own accord or on receipt of a complaint can cause inspection of the Pharmacy, through a Committee constituted by it for inspecting and monitoring the functioning of the Chemist Shop. The said inspection procedure may include sealing of some or all of the medicine samples to the testing laboratories recognized by the State or Central Drug Control Authorities.

8.19 The Licensee shall use a computer software to be decided by the IITD for interalia, the daily sale record of chemist shop, which shall be provided to the IIT Delhi on daily basis. While the front end of the said software shall be available with the Licensee, any changes at the back end that is at the server to be kept in possession of the first Party shall be on joint authorization by the representatives of the IIT Delhi and the Licensee.

8.20 The Licensee shall not make any additions or alterations in the premises. In case, any additions, alterations are required, the Licensee shall request in writing to the IIT Delhi at the cost and expenses of the Licensee for
which the Licensee shall make advance payment to meet the cost and expenses of such additions and alterations.

8.21 The Licensee, in connection with carrying on its business in the licensed premises, will only appoint such persons e.g. pharmacists, having (i) educational/professional qualifications prescribed under Drug and Cosmetics Act, 1940 and rules made there under, (ii) good moral character and (iii) well behaved.

8.22 The Licensee shall furnish to the IIT Delhi a list of its employee indicating names, parentage, age, residential address, specimen signature along with two photographs for each of them as on date or engaged in future.

8.23 The Licensee is to ensure that the persons by it shall not loiter in any area unwarranted for performance of obligations under this deed and they will keep themselves strictly confined to the premises of the shop. If any irregularity is found, the IIT Delhi will bring it to the notice of the Licensee for proper action in the matter. In case no action is taken by the Licensee, the IIT Delhi will have sole right to take any suitable actions which may include termination of the License.

8.24 The Licensee, the members of its staff or its representatives shall not do any act which may be derogatory to or inconsistent with the IIT Delhi (premises of the IIT Delhi) high standards and reputation or cause nuisance to the management of the Medical Institution or its patients or patient’s attendants. At the instance of the IIT Delhi, the Licensee shall discharge from service any employee who is found to have such misconduct or found acting in contravention of the general rules of the IIT Delhi.

8.25 The Licensee shall keep its employees under uniform and with name tags as prescribed by the IIT Delhi for easy identification and check. The names of the employees to be provided to the CHIEF SECURITY OFFICER of IIT and all the ID cards will be countersigned by the Chief Security Officer IIT Delhi.

8.26 The Licensee will not permit the use of the shop premises for any of other purpose other than the purpose of this License or in any other way whatsoever. The Licensee shall not sublet the premises of the shop to any individual/ party/ organization/ company. The Licensee alone and none else will be permitted to carry on business in the said premises. Any such act by the Licensee shall be considered violation of agreement and the IIT Delhi shall have the right to terminate the license. In such circumstance, the Licensee will have to settle all the outstanding dues and
hand over peaceful possession of the premises within 15 days on receipt of such communication from the IIT Delhi.

8.27. The IIT Delhi reserves the right to accept any change in the status and constitution of the Licensee. In case the request made by the Licensee is not approved by the IIT Delhi, the Licensee shall not make any such changes otherwise the License shall be treated as cancelled.

8.28. The Licensee shall keep open the premises for the benefit of the patients of the IIT Delhi only. The Licensee shall ensure attendance of staff even during off days and other holidays including National Holidays.

8.29 The Licensee shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the space which may cause a fire or health hazard to the IIT Delhi property, its guests and visitors.

8.30 IIT Delhi is a ‘Non Smoking premises’ No smoking will be permitted in the campus. Consumption of alcohol, intoxicants, drugs, pan & gutka etc is strictly prohibited.

8.31 The Licensee shall make its own advertisement arrangements with the prior written permission of the IIT Delhi. On submission of the details of advertising copy, layout and arrangements. The IIT Delhi shall be at liberty to suggest an alteration or amendment thereof which the Licensee shall duly carryout. The Licensee shall also observe such rule regulating the advertisement as the IIT Delhi may make from time to time.

8.32 The Licensee shall not cause or be the cause of loud or noisy conduct nor indulge in anything whatsoever which may constitute a source of nuisance or annoyance to the IIT Delhi or occupants or the visitors of the Hospital.

8.33 The Licensee shall keep the medicines in clean storage with premises in clean and orderly condition, and for that purpose the Licensee shall do whatsoever is required and desired by the IIT Delhi. Since the IIT Delhi is in possession of the property and the Licensee is permitted to only use and occupy the premises, the Licensee shall not do any act by which such a peaceful possession and enjoyment of the IIT Delhi is endangered in any way.

8.34 The Licensee may get its stocks stores, valuables and employees insured for and against all possible losses including for compensation under workmen Compensation Act for any reasons whatsoever. The IIT Delhi will not be liable for the losses occurred to the Licensee, their employees, stocks, stores and other valuables due to any reason/ eventualities. The
Licensee should take all security steps, as deemed fit by it after taking prior approval from the IIT Delhi.

8.35 The Licensee shall bring in and take out its stocks/stores etc. through the gate/route prescribed by the IIT Delhi after proper inventory under intimation to the Dy. Director (A) of the IIT Delhi or any other officer authorized by the Dy. Director (A), IIT Delhi.

8.36 The IIT Delhi may at any time at their discretion call upon the Licensee to remove its goods from the premises and give it alternative space.

8.37 Notwithstanding anything contained herein, it is agreed that the said space shall at all times be under the control and supervision of the IIT Delhi and the IIT Delhi shall retain domain and possession of the said space and shall have the right to direct the mode and manner of use of the said space so as to more effectively provide for facilities to patients of the IIT Delhi. It is expressly stated that the possession lies with the IIT Delhi and the Licensee can have only a right of use and occupation.

8.38 In the event of Licensee being prohibited from selling one or more articles in the premises because of Government Law/Rules/Regulations/Orders, the IIT Delhi shall not be liable for any loss suffered by the Licensee.

8.39 For the instant arrangement, the IIT Delhi does not recognize any association of the Traders and in case any negotiation is necessary with regard to the clarification of the terms & conditions of the License or modification thereof, such negotiations should be the Licensee alone and no collective representation shall be entertained.

8.40 In case the Licensee fails to perform or commits breach of any of the obligation(s) under the Deed, the IIT Delhi shall without prejudice to any other remedy for breach of contract, by written notice of default sent to the Licensee, terminate the Deed in whole or in part.

8.41 The License deed can be terminated any time by the IIT Delhi, if it comes to conclusion that it is not in the interest of IIT Delhi to permit the Licensee to run the Chemist Shop and this decision shall be final.

8.42 If any fresh License agreement/deed is not executed for any reason, whatsoever, thirty (30) days prior to the expiry of the initial period of three year, it will be presumed that the License has not been renewed and the use of the premises by the Licensee, after such date shall be considered as unauthorized, the IIT Delhi shall be at liberty to enter into such arrangements, as it may deem fit, with any other party permitting the use of their premises by such other party after the expiry of the initial period of
License with the Licensee and the Licensee shall not interfere with the same directly or indirectly nor shall cause any damage, loss or expenses to the IIT Delhi in this regard.

8.43 Not withstanding any other provision to this Deed, in the eventuality of any irreparable loss/damage caused on use of medicine, sold by Licensee, the liability of the Licensee would be unlimited and will be subject to determination by appropriate authority or body.

8.44 The Licensee will raise bill every month and IITD will try to make the payment within 15 days.

9. **PENALTY / LIQUIDATED DAMAGES**

Subject to clauses: 8.11, 8.14, 8.15, 8.19, 8.42 and 8.45, if the Licensee fails to deliver any or all of the conditions, or fails to perform the services with the period(s) specified in the contract, IIT Delhi shall without prejudice to the other remedies specified in the contract, deduct from the contract price as liquidated damages, a sum of Rs. 5000/- for each case of delayed delivery or unperformed services.

10. **FORCE MAJEURE**

The “Force Majeure” means an event beyond the control of the Licensee and not involving the Licensee’s fault or negligence and not foreseeable. Such events may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes.

If a Majeure situation arises, the Licensee’s shall promptly notify the **IIT Delhi** in writing of such conditions and the cause thereof. Unless otherwise directed by the **IIT Delhi**, in writing the Licensee shall continue to perform its obligations under the License Deed as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

11. **ARBITRATION**

All questions, disputes and differences arising under and out of, or in connection with the License Deed, shall be preferred to the sole arbitration by an arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996 by the Dy. Director IIT Delhi and his decision shall be final and binding on both the parties. The venue for the arbitration proceedings shall be High Court and courts at Delhi shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

DY. Director(A), IIT Delhi
TECHNICAL BID

TENDER FOR SETTING UP OF 12 HOUR MEDICINE AND CHEMIST SHOP AT IIT DELHI UNDER LICENSE ARRANGEMENT

ESSENTIAL DETAILS OF THE BIDDER

1. Name of the company

2. Full Address
   i. Head Office
   ii. Branch Office, if any

3. Telegraphic/e-mail Address

4. Telephone Number (s)

5. Fax No.

6. Name/Mobile nos. of authorized representative initiating the Tender

7. Power of attorney in favor of the representative authorized by the Bidder
   (to be attached in original)

8. Date of establishment of the company

9. Is the firm registered under the Indian Companies Act? Attach copy of Articles of Association (incase of registered firms), by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (incase of partnership firm).

10. Details of equipment and manpower of your firm/ unit related to this type of work.

11. Whether the firm has valid ISO Certification for over three years of such works (If yes, proof of ISO Certification may be attached)

12. Proof of 4-year work Experience (attach relevant documentary evidence)

13. Documentary proof of attachment of Bidder Company’s pharmacies with Hospital(s), Educational Institutes/Universities, PSU & Autonomous bodies.
   (Copies of the orders/satisfactory performance report/ certificate from the Hospital be attached)

• Name of the client with address and phone no.
• Start date of attachment
• End date of attachment

14. Past two year’s Turn Over (in corers)
   (Audited balance sheets during the past three financial years i.e. 2008-2009, 2009-2010, 2010-2011 attached)

15. Particulars of license held under Drug and cosmetics Act and rules made there under (Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached)

16. Sales Tax No./Vat/TT No.
   (Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached)

17. TAN/PAN number:
   (Copy of the valid certificate(s) held by the Bidder for its existing establishments may be attached)

18 Name and address of Bankers.

19 Whether the bidder possesses no conviction Certificate from Drug Controller and certificate to the effect that there is no case pending under the drugs & Cosmetics Act 1940 and rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years (copies to be attached).

20 Details of Time likely to be taken for setting up of the medicine shop (time proposed to be taken in reaching various stages be indicated detailing prerequisites from the IITD in achieving the time schedule)

21 DETAILS OF EMD:

   Draft Amount: ________________

   Draft No: ________________

   Bank Details: ________________

   Dated: ________________

Certified that:

1. I/we have read the terms and conditions governing this work of the University and hereby agree to abide by them.
2. The company has neither been blacklisted by any central or state government department in the last three years nor there is any litigation pending with any of its departments.

3. The information provided by us above regarding the details of firm is correct & any information found to be incorrect will lead to the cancellation of our bid.

Dated:

Name and signature of the authorized signatory of the firm with seal of firm
FINANCIAL BID

TENDER FOR SETTING UP OF 12 HOUR MEDICINE AND CHEMIST SHOP AT IIT DELHI UNDER LICENSE ARRANGEMENT.

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<th>Tendered discount in Percentage on MRP</th>
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Note:

1. Expected Annual Revenue is Rs 2.5 to 3.5 Crores. In exceptional situation, if the sale falls below the minimum projected amount, the DISCOUNT tendered will remain the same.

2. Whenever the sale exceeds Rs 3.5 crores, the discount will also be increased proportionately as explained in point 4, entitled 'PROCEDURE FOR EVALUATION OF BIDS' in the tender document.

Dated: Name and signature of the authorized signatory of the firm with seal of firm

Annexure III

Pattern of drugs procured by iitd during 2010-11 is given in annexure-III