

**THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY**  
**Anna Salai, Guindy, Chennai – 600 032**

**E-TENDER**

**Providing services for**

**Electronic Log Book (E-Log) Application Software to this University**

**Tender Reference No. SII(2)/21396/2025**

1.	DATE OF PUBLISH OF E-TENDER	:	10.10.2025 at 10 am
2.	DATE OF PRE-BIDMEETING	:	17 .10.2025 at 3 pm
3.	BID SUBMISSION STARTING DATE & TIME	:	24.10.2025 at 3 pm
4.	LAST DATE & TIME FOR SUBMISSION OF TENDER	:	03.11.2025 at 3 pm
5.	DATE & TIME OF OPENING OF TECHNICAL BIDS	:	05.11.2025 at 3 pm

**THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY, CHENNAI-32.**

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**Tender Reference No. SII(2)/21396/2025**

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**THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY, CHENNAI-32.**

**I. SCOPE OF TENDER**

The Tamil Nadu Dr. M.G.R. Medical University is a State University and was established by an Act No.37 of 1987 of Government of Tamil Nadu. The Tamil Nadu Dr. M.G.R. Medical University has invited tender for providing services for Electronic Log Book (E-Log) Application Software to this University.

The successful Tenderer shall perform the above work. The Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2012 shall apply to this Tender.

## **II. NOTICE FOR INVITING TENDER**

The Tamil Nadu Dr. M.G.R. Medical University invites bids from eligible, experienced and financially sound Companies / Firms / Contractors / Service Providers /Agencies to provide Electronic Log Book (E-Log) Application Software to this University **for 3 (three) years i.e three Academic Years for three batches 2023-24, 2024-25 and 2025-26**. This tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2012 and subsequent amendments thereof are applicable to this Tender.

Prospective Tenderers shall visit the University and acquaint themselves with the scope & schedule of work before participating in the pre-bid meeting, if required. In order to familiarize the Tenderers on scope of the work and obligations in the proposed contract, a pre-bid meeting will be conducted with Tenderers.

For any queries related to the Bid submission, Tenderers shall contact by email [registrar@tnmgrmu.ac.in](mailto:registrar@tnmgrmu.ac.in) or telephone number 044 – 2235 3572 (from 10:00 AM to 05:00 PM in all working days).

The tenders are in Two bid System (a) Technical Bid and (b) Financial Bid. All the Tenderers are requested to go through the instructions, terms & conditions and specifications laid down in the Tender document. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bids. All tender documents including Technical and Financial bids should be submitted in **Tamil Nadu Government Tender Portal ([www.tntenders.gov.in](http://www.tntenders.gov.in))**.

The Companies / Firms / Contractors / Service Providers /Agencies not fulfilling the Eligibility Criteria will not be considered and will be summarily rejected.

Tender Reference No.	SII(2)/21396/2025
Date of Publish of E-Tender	10.10.2025
Description	To provide "Electronic Log Book (E-Log) Application Software" to this University
Estimated Tender Value	Rs. 2,33,49,840/- (Rupees Two Crore Thirty Three Lakhs Forty Nine Thousand Eight Hundred and Forty only)
EMD Value	Rs.2,00,000/- (Rupees Two Lakhs only)
Last Date & Time of submission of Online Bid	03.11.2025 (up to 3 PM)

Submission of Bids	<p><b>Two Bid System</b> will be followed for this tender (<b>Technical Bid and Financial Bid</b>).</p> <ul style="list-style-type: none"> <li>• The proposals shall be submitted in two parts, viz., Technical Bid and Financial Bid and should be as per the formats given in Annexures.</li> <li>• Bid documents will be available on website – '<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>' from 10.10.2025. Bid submission starting from 24.10.2025 to 03.11.2025 up to 3 pm. The Tenderers must possess a Digital Signature Certificate and submission of bids is through online on '<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>' and any other mode is not accepted.</li> </ul>
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The Tenderers should produce copies of registration, certificates, proof of experience/testimonials to the satisfaction of The Tamil Nadu Dr. M.G.R. Medical University.

An Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakhs only) should be transferred through online payment mode in e-tender portal of <https://tntenders.gov.in>. Any other mode of payment of EMD shall not be accepted. The Bank Guarantee towards EMD will not be accepted. The Tender Documents received without EMD will be summarily rejected.

The Registrar reserves herself the right to reject any or all of the Tenders without assigning any reasons there for.

Registrar  
Tender Inviting Authority,  
The Tamil Nadu Dr. M.G.R. Medical University

### **III. IMPORTANT DATES**

<b>S.No.</b>	<b>Events</b>	<b>Date</b>
1	Last Date & Time of submission of Online Bid	03.11.2025 at 3 pm
2	Date and time of opening of technical bid	05.11.2025 at 3 pm
3	Date and time of opening of financial bid	Will be intimated to the technically qualified Tenderers only.

**THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY  
CHENNAI - 600 032.  
IV. GENERAL TERMS & CONDITIONS**

**4.1. METHOD OF SUBMISSION OF TENDER:**

- 4.1.1. The bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately.
- 4.1.2. The Tenderer has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of tender submitted by the firm.
- 4.1.3. The tenders of the contracting agency/firm/company not in possession of valid statutory license / registrations are liable for rejections.
- 4.1.4. No Tenderer will be allowed to withdraw / alter / modify after submission of tenders within the bid validity period.
- 4.1.5. The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Tenderers.
- 4.1.6. If the application is made by a firm, it shall be signed (with seal) by the partner(s) of the firm above full typewritten name(s) and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application
- 4.1.7. If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.

**4.2 ELIGIBILITY CRITERIA:**

The Tenderer must fulfil the following eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The University will consider the Commercial Bid of the tenderers who qualify in the technical bid. For those tenderers who are not qualified in the Technical Bid, the Commercial bid will not be considered for opening.

- 4.2.1. The Tenderer should have registered the firm under Companies Act or similar acts of Government of India or Tamil Nadu. (A copy of registration of the firm should be attached).
- 4.2.2. The Tenderer should be in IT related Services & Maintenance Works for at least Three years.  
**Mode of Proof:** Self attested copies of any of the following (i) Partnership Deed (For Firms), (ii) Certificate of Incorporation (For Companies & Limited Liability Partnership Firms), (iii) any Valid certificate to that effect/Valid Supporting Document
- 4.2.3. The Tenderer should have an average annual turnover of **Rs.2.00 Crores** in the last Three Financial Years (2021-22, 2022-2023 and 2023-24) out of IT Business.

Mode of Proof: Self Attested Copies of any of the following (i) Audited P&L and Balance Sheet of Last Three Financial Years, (ii) Auditor Certificate to that Effect certifying Annual Turnover, (iii) Self Attested Copies of profit & Loss/Income & Expenses A/c and Balance Sheet along with Full Income Tax Return Form (Full ITR Form)

- 4.2.4. The Tenderer should have office in Chennai in Tamil Nadu with operational help desk facility for call logging, assigning/allocation of necessary resources and escalation etc.

**Mode of Proof:** (a) Address details along with Contact Information and (b) any of the following Document (i) Latest Utility Bill with Business Name (or) Proprietor's Name on the same address, (ii) Self attested copies of relevant Certificates.

- 4.2.5. The Tenderer should enclose at least three Work Orders or Customer satisfactory certificate of execution of work done for providing Electronic Log Book (E-Log) Application Software to this University at Central Ministries/Departments, Central/State Government Bodies, Statutory bodies, public sector organizations in the last three years.

**Mode of Proof:** Self attested copies of relevant Work Orders/ Customer satisfactory certificate in support of the same should be submitted.

- 4.2.6. The Tenderer should have at least one running contract of similar nature for providing Electronic Log Book (E-Log) Application Software to organizations / University / Government / Autonomous/ Quasi Government Departments. The details of the same along with supporting documents are to be enclosed.

- 4.2.7. The Tenderer should be registered in India and should have valid GST Registration Certificate in the State where the Tenderer having its Registered Office.

Mode of Proof: Self-attested photo copy of GST Registration Certificate and PAN No.

- 4.2.8. The Tenderer should have registered under various statutory Acts like ESI, EPF Act, Labour Department. (Copy of the Registration Certificates / License from the Competent authority to be enclosed)

- 4.2.9. The firm should be assessed for Income Tax, hence copies of Income Tax returns filed for the last three assessment years, that is, for 2021-22, 2022-23 and 2023-24 be enclosed.

- 4.2.10. The Tenderer should not be blacklisted / terminated by any department / Ministries of the Government of India / PSUs / Corporate Sectors / Educational Institutions / any other reputed organizations for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. An undertaking to this effect should be submitted as per **Annexure 'C'**.

- 4.2.11. The Firms without documents mentioned in section 4.2.1 to 4.2.10 will be rejected

With regard to the various proof/supporting documents produced by the Tenderers for establishing that they meet the various eligibility conditions, it shall be the Tamil Nadu Dr. M.G.R. Medical University prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required. The Tamil Nadu Dr. M.G.R. Medical University may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents, if required. The Tamil Nadu Dr. M.G.R. Medical University also reserves the right to ask for more proof to corroborate the eligibility declarations.

### **4.3 OPENING OF TENDER**

- 4.3.1. Date of opening of bids will be as per this tender document.
- 4.3.2. The Tamil Nadu Dr. MGR Medical University will evaluate the technical bids for minimum eligibility adherence based on the data provided by the Tenderer as the format given in **Annexure – B**.
- 4.3.3. The Tamil Nadu Dr. MGR Medical University will open the financial bid, those who have qualified in the technical bid on the date to be announced by The Tamil Nadu Dr. M.G.R. Medical University.
- 4.3.4. Financial bids will be opened and the lowest financial bid amongst those qualified in the technical bid will be declared as successful Tenderer (L1). The contract will be awarded to the successful Tenderer (L1), subject to other usual conditions.
- 4.3.5. In case more Tenderer quoted the same lowest price, the lowest Tenderer will be selected on the basis of the following preferential conditions in sequence:
  - (i) Average Turnover of the Tenderer for the last 3 years
  - (ii) Experience of providing similar service
  - (iii) Value of similar works executed.

The Tamil Nadu Dr. M.G.R. Medical University reserves the right to negotiate with the Tenderer whose offer is the lowest evaluated price for further reduction of price. The Tamil Nadu Dr. M.G.R. Medical University also reserves the right to negotiate with other Tenderers to match the negotiated L1 price or below, according to the Tamil Nadu Transparency in Tenders Rules, 2000.

### **4.4. SCOPE OF WORK:**

- 4.4.1. The Tenderer to provide "Electronic Log Book (E-Log) Application Software to this University" should be made strictly in accordance with the specifications given in the Annexure-A. It should be made as per the schedule as prescribed by the Tamil Nadu Dr. M.G.R. Medical University, Chennai-600 032 along with the placement of firm orders.
- 4.4.2. If providing services for Electronic Log Book (E-Log) Application Software" are not effected before the specified period from the date of work order, the Tamil Nadu Dr. M.G.R. Medical University, Chennai-600 032 shall have the authority to cancel the order and to take any such action, as deemed fit is the circumstance, for the Electronic Log Book (E-Log) Application Software" from elsewhere and the loss sustained by the University will be collected from the Tenderer.

### **4.5 EARNEST MONEY DEPOSIT (EMD)**

- 4.5.1. The EMD of Rs.2,00,000/- (Rupees Two Lakhs only) should be transferred through online payment mode in e-tender portal of <https://tntenders.gov.in> Any other mode of payment of EMD shall not be accepted.
- 4.5.2. Tenderer has to select the payment option as "Pay online" to pay the EMD amount. Only after payment of EMD, Tenderer will be able to upload their bids. In order to avoid any issues and last-minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. The Tamil Nadu Dr. M.G.R. Medical University will not be held responsible for any sort of difficulty faced / failure in submission of bids online by the Tenderer.
- 4.5.3. The EMD will not carry any interest. Non-submission of EMD details on or before the due date and time will result in rejection of the bid.

- 4.5.4. The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are exempted to submit EMD only (copy of registration must be provide along with the technical bid). Other conditions for eligibility will remain as per the tender conditions. No other relaxation shall be allowed.
- 4.5.5. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned automatically through online.
- 4.5.6. The Earnest Money Deposit amount of the successful tenderer will not be adjusted against the Security Deposit (SD) payable for successful execution of the Contract and will be returned only after successful completion of the contract.
- 4.5.7. Any tender not accompanied by Earnest Money Deposit as in para 4.5.1 above shall be rejected summarily by the Tamil Nadu Dr. M.G.R. Medical University.
- 4.5.8. The Earnest Money Deposit amount shall be forfeited.
- a) if the tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document
  - b) in the case of a successful Tenderer, if the Tenderer fails to sign the agreement or to remit the Security Deposit within the specified time limit.

Further the Tamil Nadu Dr. M.G.R. Medical University will blacklist the Tenderer without prejudice to any action that may be taken against the Tenderer.

#### **4.6 SECURITY DEPOSIT**

- 4.6.1. The successful tenderer will be required to remit the Security Deposit equivalent to 5% (Five percent) of the total value of the work order within Fifteen days (15) from the date of receipt of communication intimating the acceptance of the tenders by way of **e-payment to A/c No.16790100000666 (IFS Code IOBA0001679)** of the Tamil Nadu Dr. M.G.R. Medical University. If the accepted tenderer fails to remit the Security Deposit within the stipulated period, the Earnest Money Deposit remitted by him will be forfeited to The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032 and his tender will be held void. The Electronic Log Book (E-Log) Application Software will be started after execution of the above agreement by the successful tenderer and after the remittance of the Security Deposit.
- 4.6.2. The Security Deposit furnished by the tenderer in respect of his tender will be returned to him after the completion of tender period and after satisfactory verification of the proof of delivery effected during the tender period subject to the condition that the Tenderer has rendered service to the fullest satisfaction of the Tamil Nadu Dr. M.G.R. Medical University, Chennai 600 032 without any complaint. If the tenderer fails

to fulfil the same, the work or providing Electronic Log Book (E-Log) Application Software will be carried out by the University by engaging third party and the expenses incurred therefor will be recovered / adjusted from the Security Deposit amount and the balance if any shall alone be refundable.

- 4.6.3. In case of successful tenderer, the Earnest Money Deposit paid by him will be adjusted towards Security Deposit payable by him.
- 4.6.4. Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the University on account of failure or negligence on the part of employees of Tenderer.

#### **4.7 AMENDMENT OF TENDER**

- 4.7.1. At any time prior to the last date for receipt of Bids, the Tamil Nadu Dr. M.G.R. Medical University, may for any reason, whether at its own initiative or in response to a clarification requested by the Tenderers, modify the Tender by issuing an addendum / corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender.
- 4.7.2. The addendum / corrigendum will be uploaded on the website [www.tnmgrmu.ac.in](http://www.tnmgrmu.ac.in). The Tenderers are requested to visit the website frequently to check for any amendments.

#### **4.8 PERIOD OF CONTRACT**

- 4.8.1. The contract period will be for a period of three years, subject to review after 3 months regarding the satisfactory performance and service levels, which can be further extended on mutual consent.
- 4.8.2. **On expiry of this contract**, the Tamil Nadu Dr. M.G.R. Medical University reserves the right to extend the contract for another one year (maximum period of two years) on the terms & conditions in writing if the service of the Tenderers found satisfactory. Tenderers shall have no right or claim for the extension of the contract in any circumstances and decision of the Tamil Nadu Dr. M.G.R. Medical University shall be final and absolute.

#### **4.9 VALIDITY OF THE RATE**

The rates quoted are valid **for the contract period of 3 (three) years i.e three Academic Years for three batches 2023-24, 2024-25 and 2025-26** from the date of award of contract and under no circumstances any upward revision in the rate will be considered during the contract period.

#### **4.10 SUBLETTING OF WORK**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Tenderer directly or indirectly to any person, firm or corporation without the written consent from the Tamil Nadu Dr. M.G.R. Medical University.

#### **4.11 VALIDITY OF THE OFFER**

The offer of the Tenderer should keep valid for acceptance to till finalization of L1 tenderer from the date of opening of the tender.

#### **4.12 DISQUALIFICATION OF BIDS**

The Tamil Nadu Dr. M.G.R. Medical University, Chennai, may in its sole discretion and at any time during the processing of Bid, disqualify any Tenderer from the process if the Tenderer has:

- 4.12.1. Submitted the Bid after the scheduled date & time.
- 4.12.2. Firms not meeting the eligibility criteria.
- 4.12.3. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 4.12.4. If found to have a record of poor performance such as abandoning works, not properly completing the contracts, inordinately delaying completion of financial failure etc.,
- 4.12.5. Submitted the Bid without bid security and required documents.
- 4.12.6. Failed to provide clarifications related thereto, when sought.
- 4.12.7. Submitted more than one Bid.
- 4.12.8. Offered a Bid which is not valid for at least finalization of L1 Tenderer from the day of opening.

#### **4.13 ACCEPTANCE OF TENDER**

The Registrar, the Tamil Nadu Dr. M.G.R. Medical University, Chennai reserves the right to accept or reject the offer without assigning any reasons whatsoever.

#### **4.14 PAYMENT TERMS**

The successful Tenderer should furnish the Bill of Cost in triplicate on completion of work. Income Tax including surcharge / GST etc., if any applicable will be deducted from the bills as per the statutory regulation. Goods service tax as applicable will be payable on production of documentary evidence. The Tenderer shall submit proof of all statutory payments while submitting their Bills.

#### **4.15 AGREEMENT**

- 4.15.1. The successful tenderer shall execute an agreement for the due fulfillment of the contract in a non-judicial stamp paper of the value of INR.200/- (Rupees Two Hundred only) within 5 (five) days from the date of acceptance of the e-tender for providing Electronic Log Book (E-Log) Application Software to this University specified in the supply order issued by the University.
- 4.15.2. The expenses incidental to the execution of agreement shall be borne by the successful tenderer.
- 4.15.3. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of the University and to recover any consequential loss from the successful tenderer.

#### **4.16 TERMINATION OF THE CONTRACT**

- 4.16.1. The Tamil Nadu Dr. M.G.R. Medical University, Chennai may terminate the contract without assigning any cause by giving one month notice in writing. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before the agreement is terminated.
- 4.16.2. The Tenderers shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full,

but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of agreement by the Tamil Nadu Dr. M.G.R. Medical University, Chennai.

- 4.16.3. The Tamil Nadu Dr. M.G.R. Medical University without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist the Tenderers for a suitable period without giving any notice in case he fails to honour his bid or contract without sufficient grounds or found guilty for breach of conditions of the tender or contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Tenderers or by its staff or agent. The Tamil Nadu Dr. M.G.R. Medical University decision in such a situation shall be final and shall be accepted by the Tenderers without any objection or resistance. In such case of termination, the Tamil Nadu Dr. M.G.R. Medical University, Chennai will have the right to put in place any other Tenderers for carrying out the remaining enrolment work. Any extra expenditure shall be recovered from the agency.
- 4.16.4. If the successful Tenderer withdraws or the services provided by the successful Tenderer are not found satisfactory (say in a month or so) during the probationary period of one month from the date of taking over charge, the Tamil Nadu Dr. M.G.R. Medical University reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

#### **4.17 LIQUIDATED DAMAGES**

The successful Tenderer shall agree that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract, the tenderer shall pay as penalty an amount equivalent to 10(Ten) percent (%) of total value of the work or equal to the actual loss incurred by the tenderer whichever is greater. The provision applies up to the end of the life cycle of the contract period. In addition, the University will black list the successful tenderer for their non-performance and deficiency in service.

#### **4.18 INTELLECTUAL PROPERTY RIGHTS**

1. No software or services covered by the contract shall be developed, sold, disposed or done by the Tenderer in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.
2. The Tenderer shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

#### **4.19. CONFIDENTIALITY**

1. The Tenderer and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the Tamil Nadu Dr.

M.G.R. Medical University's business or operations without the prior consent of the Tamil Nadu Dr. M.G.R. Medical University.

2. The Tamil Nadu Dr. M.G.R. Medical University also reciprocally agrees with the Tenderer that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Tenderer to such of its customers along with the information pertaining to its businesses and the proprietary information of the Tenderer described herein as "confidential information", belonging to the Tenderer and which may come into the possession or custody of the Tamil Nadu Dr. M.G.R. Medical University in the course of providing services by the Tenderer hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly.

#### **4.20 MODIFICATION OF CONTRACT**

The University and Tenderer may, by mutual consent, modify any portion of the contract. Such modifications shall take effect prospectively from the date of execution of such modifications or from the effective date spelt out in the modified contract, whichever is later.

#### **4.21 INDEMNITY**

The Tenderers for providing Implementation, deployment and ongoing support of the University Electronic Log Book (E-Log) Application Software to this University. hereby covenants and agrees to indemnify and shall at all times keep indemnified the Tamil Nadu Dr. M.G.R. Medical University, Chennai against any loss or damage that the Tamil Nadu Dr. M.G.R. Medical University, Chennai may sustain as a result of the failure or neglect of the Tenderers to faithfully carry out its obligations under this agreement or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderers or its employees, agents, representatives and further to pay for all losses, damages, costs, charges and expenses which the Tamil Nadu Dr. M.G.R. Medical University, Chennai may reasonably incur or suffer, and to indemnify and keep indemnified the Tamil Nadu Dr. M.G.R. Medical University, Chennai in all respects.

#### **4.22 FORCE MAJEURE**

4.22.1. The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

4.22.2. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of Government.

#### **4.23 RESOLUTION OF DISPUTES**

4.23.1. If dispute or difference of any kind shall arise between the Tamil Nadu Dr. M.G.R. Medical University and the Tenderer in connection with or relating to the Contract, the parties shall make every effort

- to resolve the same amicably by mutual consultations.
- 4.23.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser/Consignee or the Tenderer may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 4.23.3. In the case of a dispute or difference arising between the Tamil Nadu Dr. M.G.R. Medical University and a Tenderer relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitrator to be appointed by the Registrar, The Tamil Nadu Dr. M.G.R. Medical University. The award of the arbitrator shall be final and binding on the parties to the Contract subject to the provision that the Arbitrator shall give reasoned award.
- 4.23.4. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e. Chennai India.
- 4.23.5. Applicable Law: The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**GENERAL**

The Tenderers while sending their Tenders should enclose a copy of the conditions stipulated duly certified and attested by them in token of accepting the Tender conditions that they understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily.

Seal of the Tenderer's Firm

Tenderer Signature:

Name:

Date:

Designation:

Place:

**ANNEXURE- B**

**E- Tender for the implementation, deployment and ongoing support of the  
University Electronic Log Book (E-Log) Application Software**

**Tender Reference No.SII(2)/21396/2025**

**PROFORMA FOR TECHNICAL BID**

(in Company/ Firm / Agency's Letter Head)

Sl.No:	The Firm should furnish the following details along with proof of documents	Page number of the proof of documents enclosed
1)	Name of the Firm	
2)	Nature of the Business	
3)	Address of the Registered Office	
4)	Telephone No. / Mobile No. & E-mail	
5)	Status of the Firm (a) Proprietorship (b) Partnership (c) Private Limited (d) Public Limited	
6)	Location of the Firm	
7)	Maintenance of Branches in Chennai City / other areas	
8)	Date, month and year of Establishment of the Business	
9)	GST/ Service Tax registration certificate	
10)	TIN/PAN Number mentioned and supporting documents attached	
11)	GST/Sales/Service Tax clearance certificate from the concerned Commercial Taxes Officer	
12)	Quality and Security Certification Details (ISO. & SEI-CMMi, Cert-IN)	
13)	Whether the Firm already had undertaken the similar work with the Tamil Nadu Dr. M.G.R Medical University. If so, furnish the details of the work.	
14)	EMD Payment Particulars	

15)	The Demonstration to be done at the time of opening of Technical Bid.	
16)	The firm shall provide training to the computer staff of the University.	
17)	Details of technical and administrative manpower to be employed for this project / Work	
18)	The Annual Turnover of the Tenderer for the previous three financial years (2021-22 to 2023-24) shall not be less than 2 crores per annum in the field of providing service for Electronic Log Book (e-log) Application Software. (Attach certificate from the Chartered Accountant along with the audited balance sheet including Profit and Loss statement for the last three years)	
19)	The Tenderer should have minimum of one year of actual / direct software development, support, maintenance, working experience related to other reputed Universities / Government / Autonomous/ Quasi Government Departments and a copy of the purchase orders and successful implementation to be enclosed.	
20)	The authorized Tenderer should have minimum latest 3 years experience for providing service for Electronic Log Book (e-log) Application Software to other reputed Universities, Government, Quasi-Government, and State Government and to reputed Indian Institutions and enclose the names of those reputed Indian Institutions for the year 2021-2022, 2022-2023 & 2023-2024.	
21)	The Company / Firm / Agency should have at least one running contracts of similar in nature to provide service for Electronic Log Book (e-log) Application Software to other reputed Universities/ Government/Public Sector/ Undertakings/ Autonomous Bodies. The details of the same along with supporting documents are to be enclosed.	
22)	The firm should be assessed for Income Tax, hence copies of Income Tax returns filed for the last three assessment years, that is, for 2021-22, 2022-23 and 2023-24 be enclosed.	
23)	Tenderer should not be blacklisted / terminated by any University Government organization / agency for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. An undertaking to this effect should be submitted as per Annexure 'C'.	

**Note:**

The proof attached should be indexed and page numbers of the attached proof should be clearly mentioned in the Technical Bid format.

Place:  
Date:

Signature of the Tenderer  
Name & Address of the Tenderer with Office Stamp

ANNEXURE – C

**E- Tender for providing Electronic Log Book (e-log) Application Software to this University**

**Tender Reference No.SII(2)/21396/2025**

***(To be executed & attested by Public Notary / Executive Magistrate on Rs.200/- Stamp paper by the Tenderer)***

DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART  
IN GOVT. TENDER BY THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY /  
GOVT. DEPARTMENT(S).

*I / We Proprietor / Partner (s) Director (s) of M/s.\_\_\_\_\_ hereby declare that the firm / Company name M/s.\_\_\_\_\_ has not been blacklisted or debarred in the past by The Tamil Nadu Dr. M.G.R. Medical University or any other Government organization from taking part in Government tenders.*

(Or)

*I / We Proprietor / Partner (s) Director (s) of M/s.\_\_\_\_\_ hereby declare that the firm / company name M/s.\_\_\_\_\_ was blacklisted or debarred in the past by The Tamil Nadu Dr. M.G.R. Medical University Government organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f \_\_\_\_\_*

*The period is over on \_\_\_\_\_ and now the firm / company is entitled to take in Government tenders.*

In case, if the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by the Tamil Nadu Dr. M.G.R. Medical University and shall be forfeited.

In addition to the above, the Tamil Nadu Dr. M.G.R. Medical University will not be responsible to pay the bills for any partially completed work.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Capacity in which as signed: \_\_\_\_\_

Name & Address of the firm: \_\_\_\_\_

Place:

Seal of the firm should be affixed

**Annexure-D**

**Certificate of Undertaking**

I/ We have read the tender documents completely and understood the requirements and conditions laid down in it. We certify that our firm is eligible to participate in this tender as per the eligibility criteria specified in this tender document. I/ We will abide by the tender terms and conditions given in the documents.

**Signature of the Tenderer with Seal:**