

TENDER DOCUMENT NO. 021 DATED 5.11.2015

NOTICE INVITING TENDER

The Sealed tenders are invited for the Purchase of Apheresis Machine for the use in the Department of Transfusion Medicine of this University. The Tender Document with all the details are available in the Official Website of this University www.tnmgrmu.ac.in. The Tender Documents available in the University Website may be downloaded at free of cost at the above website and submit the Sealed Tender as stipulated in the above designated website.

REGISTRAR ic.

THE TAMIL NADU Dr.M.G.R. MEDICAL UNIVERSITY,

69, ANNA SALAI, GUINDY

CHENNAI-32

TENDER DOCUMENT NO.021

DATED: 5.11.2015

PURCHASE OF APHERESIS MACHINE.

THE TAMIL NADU Dr.M.G.R. MEDICAL UNIVERSITY, CHENNAI
TENDER DOCUMENT

Terms and conditions for the Supply and Installation of Apheresis Machine for the use in the Department of Transfusion Medicine of the Tamil Nadu Dr. M.G.R. Medical University, Chennai.

1. DUE DATE AND TIME:

1). Sealed Tenders are invited by the Registrar i/c, The Tamil Dr. M.G.R Medical University, Chennai - 32 for the supply and installation of Apheresis Machine for the use in the Department of Transfusion Medicine of this University as per the specification indicated in the Annexure IV.

2). The sealed tenders should reach the Office of the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai - 600 032, before 2.00 p.m. on 20.11 .2015. Tenders received after the due date and time will be summarily rejected.

2. MODE OF DESPATCH OF TENDERS:

The Sealed Tenders should reach the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai - 600 032, by designation and should be sent only in Wax Sealed Covers by Registered Post with Acknowledgement due or by Courier or in person. The University shall not be responsible for any delay in transit in such cases. Tenders received in ordinary covers without duly sealed, by sealing wax will not be considered.

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3. SUPERSSCRIPTION:

The Sealed Tender cover should be superscripted as “Tender for the supply and installation of “Apheresis Machine” due on 20.11.2015”. The tender covers received without such superscription and sealed with sealing wax will not be considered and summarily rejected. Further the tenders submitted by Facsimile (Fax) or by Electronic Mail will not be accepted. The tenderer shall be responsible for proper superscribing and wax sealing the cover in which the tender is submitted to the University. The University shall not be responsible for accidental opening of the covers that are not properly superscribed and wax sealed as required in the tender documents before the time appointed for Tender opening. The Tender documents may be downloaded from the Official website www.tnmgrmu.ac.in of this University at free of cost.

4. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE:

1. Each tender should be accompanied by an Earnest Money Deposit of 1% of the quoted rate for the supply and installation of “ Apheresis Machine” by way of Demand Draft drawn in favour of the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, Payable at Chennai. The tender documents received without the EMD will be summarily rejected. The above EMD amount will be held by this University till it is returned to the tenderer will not earn any interest therefor. The Earnest Money Deposit of the unsuccessful tenderers will be returned after the acceptance of the successful tenderer at the expenses of the tenderers within a reasonable time consistent with the rules and regulations in this behalf. The Earnest Money Deposit of the successful tenderers will be returned only after the successful completion of the Tender period.

2. The Small Scale Industrial Units in the State of Tamil Nadu registered with the SIDCO or anywhere in the country registered with the National Small

Industries Corporation are exempted from payment of EMD / Security Deposit if they offer, tenders called for by the University. The S.S.I Units in Tamil Nadu are also exempted from payment of Earnest Money Deposit / Security Deposit subject to the submission of existence certificate and capacity certificate for the particular item of tender issued by the Director or the General Managers of District Industries Centers. SSI Units registered in other States except those registered with NSIC will however not be eligible for the aforesaid concessions on payment of Earnest Money Deposit / Security Deposit. The SSI Units will however be required to execute proper agreement including a clause to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the SSI Units shall pay penalty of an amount equivalent to Earnest Money Deposit / Security Deposit or an amount equal to the actual loss incurred by the University whichever is less.

5. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:

a) The tenders should contain particulars like the name and addresses of the tenderer, Basic cost of the equipment, Excise Duty, Surcharge, Sales Tax, Freight, Octroi, Income Tax, PAN, Insurance for delivery, Installation and commission of the equipment and such other levies that may be applicable should be shown separately. Further, the rates in US \$ or in any foreign currency, if it is imported and in Indian rupees if it is indigenous also shall be shown separately along with the above details. All banking charges (both inland & outside) shall be borne by the tenderer and in case of imports it should be through Letter of Credit procedure. The rates should be kept for one year atleast from the date of execution of agreement by the Tenderer.

b) The rates should be quoted for each item with specifications and should be indicated clearly both in words and figures. The tenderers should sign with full signature and attest any scoring or overwriting. The rate quoted should be free from erasures, overwriting, smudging, etc., The rate quoted should be firm and should not be subjected to any variation clauses.

c) Being a Government Autonomous Body rendering Research & Education service to the student community, special price should be offered as applicable to these categories / Government departments.

d) A copy of Audited Annual Accounts duly authenticated by Chartered Accountant showing the details of annual turnover exclusively in the Equipment supply / business should be furnished by the Tender.

e) Evidence such as Registration Certificate issued by competent authority for the establishment of business as proof should also be enclosed along with Sales Tax, Registration No, PAN No. and TIN No.

f) Supply of the equipment "Apheresis Machine" for the use in the Department of Transfusion Medicine of this University shall be as per the specifications mentioned in the Annexure IV and according to the delivery and installation schedule.

6. OPENING OF TENDER:

The tenders received upto 2.00 p.m. on 20.11.2015 will be opened by the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, or any other Officer authorized by him on behalf of the Registrar, The Tamil Nadu Dr. M.G.R. Medical University, Chennai - 600 032 at 4.00 p.m. on 20.11.2015 in the presence of such of those tenderers or their authorized representatives who may be present at the time of opening. The representatives of the tendering firms who are attending the opening of tenders should bring a letter of authority to identify their representative.

7. AGREEMENT:

a. The successful tenderer should execute an Agreement as in the Annexure - II for the due fulfillment of the contract on the Non-Judicial Stamp Paper of the value of Rs.20/- (Rupees Twenty only) within fifteen days from the date of acceptance of tender, for the supply and Installation of “ Aphaeresis Machine ” specified in the Supply Order issued by the University.

b. The expenses incidental to the execution of Agreement shall be borne by the successful tenderer.

c. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the condition will entail termination of the contract without prejudice to the right of the University and to recover any consequential loss from the successful tenderer.

8. SECURITY DEPOSITS:

a). The successful tenderer will be required to remit the Security Deposit equivalent to 1% (One) percent of the quoted value of the Supply Order within seven days (07) from the date of receipt of communication intimating the acceptance of the tenders in the form of Demand Draft (or) Bankers Cheque. 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. Supply Order will be released after execution of the above agreement by the successful tenderer and after the remittance of Security Deposit.

b). The Security Deposit furnished by the tenderer in respect of his tender will be returned to him on receipt of the request from the tenderer at the end of warranty 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 with out any complaint from the user Departments immediate

rectification and commissioning of the equipment. If the tenderer fails to fulfill the same, the rectification work 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 balance if any shall alone is refundable.

c. If the tenderer fails to act up to the tender or backs out after his tender is accepted his security Deposit mentioned above will be forfeited to The Tamil Nadu Dr. M.G.R. Medical University, Chennai - 600 032,

9. SUPPLY & INSTALLATION OF " APHERESIS MACHINE"

1. The supply and installation of " Apheresis Machine" for use in the Department of Transfusion Medicine of this University should be done strictly in accordance with the specifications given in the Annexure - IV and should be made fulfill the successful tests carried out by this University, the supply and installation should be made as per the delivery schedule to be sent by this University along with the placement of firm orders. The tenderer should give guarantee for a period of at least one year on site comprehensive for the equipment and accessories, etc., installed against breakage or break downs due to manufacturing defects and a further free service period, if any, the guarantee period takes effect from the date of installation commissioning & handing over of the equipment. The tenderer shall be liable to make good the loss by replacing the equipment or other accessories found defective during the guarantee period. The equipment should be installed in the premises of the T.N. Dr. M.G.R. Medical University, Chennai at the cost and risk of the tenderer.

2. Documents such as operation manuals, user manuals and circuit diagram and other relevant materials shall be provided by the Tenderer along with the equipments free of cost.

3. If the supply, installation, commissioning of the equipments are not effected before the specified period from the date of purchase order the

University shall have the authority to cancel the order and to take any such action which will be deemed fit in the circumstances, to procure the equipments, etc., and the loss sustained by the University will be collected from the tenderer.

4. If any manufacturing or other technical defects are found within the specified period from the date of installation, commissioning & handing over to the University, the same will have to be rectified or replaced free of cost by the supplier.

5. During the warranty period, if due to manufacturing or other technical defect of the equipment supplied the equipment is down and if it is not restored in working condition within 48 hours, the supplier shall arrange for alternative at their cost. Otherwise, the supplier shall be liable for the payment of penal charges of one percent of the total purchase value per week during break down period on the total contract period.

6. The warranty period will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by the supplier or not.

7. In case of failure by the Tenderer to deliver and install the equipment within the period specified for delivery or in case of the said goods or materials being delivered without a correct invoice in duplicate. The Registrar, The T.N. Dr. M.G.R. Medical University, Chennai or any one duly authorized by him shall have power to reject any such goods or materials and to purchase others instead of any goods or materials so rejected or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Tenderer over the contract price together with all charges and expenses attending the purchase shall be recoverable by the T.N. Dr. M.G.R. Medical University, Chennai from the supplier.

8. The successful Tenderer shall supply licensed versions of the Software if any and the T.N. Dr. M.G.R. Medical University, Chennai will not be held responsible for any consequences arising out of patent right problems.

9. The Tenderer / Supplier should allow for future expansion in major items like memory, capacity, etc., by about 100% of the initial installation.

10. PAYMENT OF COST:

a). The supplier should furnish the bill of cost in duplicate after effecting the supply of the equipment. After verification testing all fulfilling the technical section action will be taken for 95% of the total cost of the equipment will be paid on the installation commissioning handing over of the Aphaeresis Machine. The testing should be carried out and the commission of the equipment supplied, satisfactory working of the system are to be certified by the Tamil Nadu Dr. M.G.R. Medical University, Chennai.

Cheque will be handed over to the contractor on production of Stamp receipt.

b) The balance 5% will be retained during the Warranty period as performance guarantee and will be paid after the successful completion of the warranty. TDS on Income Tax , Sales Tax and Labour welfare Fund will be deducted from the supplier bill as per rules in force.

11. FORFEITURE OF EARNEST MONEY DEPOSIT:

If the accepted tenderer fails to act according to the tender conditions or backs out after his tender has been accepted, his E.M.D. will be forfeited to The Tamil Nadu Dr. M.G.R. Medical University, Chennai – 600 032.

12. ASSIGNING OF TENDER IN WHOLE OR IN PART:

The successful tenderer shall not assign or make over the contract, the benefit of burden thereof to any person or persons or body corporate. He shall not under let or sublet to any person/s or body corporate the execution of the contract or any part thereof.

13. ACCEPTANCE AND WITHDRAWAL:

a). The final acceptance of the tender is entirely vested with the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University who reserves the right to accept or reject, any or all of the tenders without assigning any reason whatsoever. There is no obligation on the part of the Tamil Nadu Dr. M.G.R. Medical University to communicate with rejected tenders. After the acceptance of the tender by The Tamil Nadu Dr. M.G.R. Medical University, the tenderer shall have no right to withdraw his tender or claim higher price.

b). Tenders with incomplete information will not entertained and will be summarily rejected.

14. PENALTY FOR NON-FULFILMENT OF CONDITONS:

The tenderer shall agree that in the event of non-fulfillment 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 equipment or equal to the actual loss incurred by the Purchaser whichever is greater. This provision applies up to the end of the life cycle of the contract period.

15. TRAINING

The supplier shall undertake to train adequate (minimum of three) persons from the Tamil Nadu Dr. M.G.R. Medical University, on the operation and use of system as per the training schedule to be worked out by mutual agreement prescribed by the supplier.

16. MODIFICATION:

Any modification to the terms and conditions shall be made only with the mutual consent of both the parties to the agreement.

17. LEGAL JURISDICTION:

The Legal Jurisdiction shall be the courts at Chennai only.

18. GENERAL:

The tenderers while sending their tenders should enclose a copy of the condition 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.

REGISTRAR i/c
The Tamil Nadu Dr.M.G.R. Medical University, Chennai - 32.

From

To
THE REGISTRAR
THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY,
NO.69, ANNA SALAI,
GUINDY,
CHENNAI -32.

I/Wehave gone through the terms
and conditions of the tender as mentioned in tender documents from
para 1 to 18 in the tender number 021 and will abide by them as laid down
above.

TENDERER.
WITH SEAL OF THE ORGANISATION.

PLACE:

DATE:

ANNEXURE – I
TECHNICAL BID
THE TAMIL NADU Dr. M.G.R. MEDICAL UNIVERSITY, CHENNAI – 600 032
TENDER SCHEDULE FOR SUPPLY OF APHERESIS MACHINE

A. Profile of the Organization

The Organization should furnish the following details

1. Name of the Organization :
2. Nature of the Business :
3. Address of the Registered Office for the Organization :
4. Telephone No. / Mobile No. & e.mail :
5. Status of the Suppler :
 - (a) Proprietorship
 - (b) Partnership
 - () Private Limited
 - (d) Public Limited
6. Annual turnover in the Organization for the past three years (Xerox copies of the Audited Balance Sheet to be furnished) :
7. Maintenance of Branches with manufactures of Apheresis Machine in Chennai City / other areas :
8. Date, month and year of Establishment of Business (Xerox copy of the proof to be enclosed) :
9. Sales Tax, Registration numbers, date, month & year of Registration
(Xerox copy of the Registration Certificates to be Enclosed)
10. To furnish the Xerox copy of the PAN card in the Name of proprietor or firm
11. Warranty period & Free Service Period if any should be clearly mentioned ----- months
12. Please indicate the rate of Annual Maintenance charges per annum on the basic price of the above

said equipment exclusive excise duty, Sales Tax, etc.,
year wise for the remaining period of 5 years life cycle
after the warranty period / Free Service period.

13..xerox copy of the sales tax clearance certificates :

14 EMD Payment Particulars :

Sl.No.	D.D.No.& Date	Name of the Bank	Amount
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The DD Should be enclosed in the Technical Bid only

**Station
Date**

**SIGNATURE OF TENDERER
WITH SEAL**

ANNEXURE - II

FORM OF CONTRACT / AGREEMENT

(To be executed by the Successful Tenderer for the supply and installation of APHERESIS MACHINE for the use in the Department of Transfusion Medicine of this University)

We, M/s.

..... (hereinafter referred to as "Supplier") hereby contract and agree on the acceptance of our tender by the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, Chennai - 600 032. (hereinafter referred to as "Purchaser/University") in accordance with the conditions of contract stated below, the goods or materials hereunder named of the quality and of the sort and at the rate or price hereunder specified in the purchase orders.

CONDITION OF CONTRACT

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force during the contract period _____ Year from the date of execution of agreement including the warranty period for covering the annual Maintenance. But in the event of any breach of agreement at any time on the part of the supplier, the contract shall be determinable by the Registrar i/c, The Tamil Nadu Dr.M.G.R. Medical University, Chennai - 600 032 up on giving seven (7) days notice to the Supplier, to the address mentioned in the tender document any change of address should be intimated by the supplier to the University so as to have an effective communication.

2. The supplier agrees to supply and install and commission the equipment detailed Annexure - III & IV of the Tender document at all inclusive price noted in Annexure III & IV of this Agreement to the Tamil Nadu Dr.M.G.R. Medical University before specified date. The price offered to the firm for 1 (one) year and is not subject to enhancement on any ground.

3. The price of the equipment as detailed at Annexure excludes, Sales tax, Excise Duty, Surcharges, Freight, Octroi, Insurance Service Tax, if any, such other levies that may be applicable. All banking charges (both inland & outside) shall be borne by the Tenderer in case of imports through Letter of Credit procedure.

4. The goods and materials are to be supplied under this contract are to be reasonable quality and of the sort mentioned in the purchase orders as per Annexure.

5. The materials are to be delivered at the Tamil Nadu Dr. M.G.R. Medical University premises without any extra cost in such quantities or numbers contained in the purchase order enclosed as Annexure to this contract. Any amendments to the orders in terms of quantities or deliver period etc., may be incorporated on a mutually agreed basis.

6. The materials /equipment supplied under this agreement shall not be taken back. However any replacement necessitates as part of the agreement shall be carried out by the Supplier and faulty materials / equipment that arise out of such replacement shall be taken back by the supplier within a reasonable time at his own cost.

7. If the execution not effected on or before the specified period as given in ANNEXURE III by the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, Chennai - 600 032 shall have the full authority to cancel the order to take any such action that will be deemed fit in the circumstances to procure the materials and the loss sustained due to the above process by the University will be collected from the supplier / adjusted against E.M.D. / Security Deposit.

8. In case of failure by the supplier to deliver materials demanded from them within the period specified as given in the Agreement for delivery or in case of materials delivered by them, not being of the stipulated quality, and specifications or in case of goods or materials being delivered without a correct invoice in triplicate, the Registrar or anyone duly authorized by him /her shall have power to reject any such goods or materials and to purchase from others instead of any goods or materials so rejected or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by The Tamil Nadu Dr.M.G.R. Medical University over the contract price together with all charges and expenses attending the purchase shall be recoverable by The Tamil Nadu Dr.M.G.R. Medical University from the Supplier.

9. Penalty will be levied at the rate specified in Point No.14 of tender document (i.e.,) 10% of the total value of the work or equal to the actual loss sustained which ever is greater if the delivery has not been completed in full within the stipulated period, subject to force major conditions. Besides, such performance may entail black listing of the Supplier.

10. The Supplier shall furnish the bill of cost in duplicate after effecting the supply of equipment of this University. After verification action will be taken by the University for the payment of the bill of cost in Point No.10 of tender document.

11. The supplier hereby agrees to get the refund of incentive, Excise Duty and proportionate Sales Tax from concerned authorities and pass it on to the The Tamil Nadu Dr. M.G.R. Medical University if the Government or any other

appropriate agency reduces the Excise Duty (or) Sales Tax or give incentive or any type retrospectively after supplying the materials, failing which action will be taken to recover the balance amount from the supplier under the Revenue Recovery Act or any other relevant act.

12. The supplier shall supply only licensed version of the
- a) Aphaeresis Machine for the use in the Department of Transfusion Medicine is to be guaranteed for a period of 12 months after installation and commissioning against any manufacturing defect and bad workmanship. The warranty period of 12 months will commence from the date of installation, commissioning and handing over the equipment after running of all systems and after carrying out successfully the tests prescribed by the T.N. Dr. M.G.R. Medical University, Chennai and installation in good working condition.
 - b) If the manufacturing or other technical defects is found within 12 months from the date of installation, commissioning and handling over the system to the T.N. Dr. M.G.R. Medical University, Chennai the same will have to be rectified or replaced at free of cost by the supplier.
 - c) During the warranty period, the supplier agrees to arrange for a ----- at their cost, if due to manufacturing and other technical defect of the equipment supplied, the ----- is down and if it is not stored in working condition within 48 hours. Otherwise the supplier shall be liable for a penalty of 1% per week of the break down period on the total contract price.
 - d) The warranty will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by supplier or not.
 - e) The life cycle for normal performance of the equipment is years. The post warranty Annual Maintenance Charges (AMC) is applicable for the remaining period of the life cycle after the satisfactory completion of the warranty period and free service period if any, offered by the vendor . the Annual Maintenance

Charges agreed to Rs. ----- at the rate of -----% & ----- per annum on the basic price of ----- excluding excise duty, Sales Tax, Freight, insurance, etc.,

13. The AMC is payable once in a half year(i.e) once in 6 months for the first half year beginning in ----- and in ----- for the first second half year beginning in---- and in ----- advance against invoices / bills to be preferred by the vendor. The vendor agrees to provide comprehensive maintenance of the ----- which shall include preventive maintenance and corrective maintenance at the location specified by the Tamil Nadu Dr. M.G.R. Medical University Chennai. The maintenance shall also include replacement of all parts such as -----

14. The equipment which is down should be restored in good working condition within 48 hours. Other wise the supplier shall be liable for a penalty of 1% per week of the break down period on the total price of the equipment. The Medical University reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non fulfillment of contract.

15. 95% of the total cost of the equipment will be paid at the time of installation, commissioning and acceptance of the item of supply made after testing all results in the University premises.

The balance 5% of the payment will be made after satisfactory completion of Warranty Period (5% of the Security Deposit and 5% of withheld amount of Letter of Credit Amount Total 10%).

16. The supplier shall undertake to train adequate number of persons from the Tamil Nadu Dr. M.G.R. Medical University Chennai free of cost on the operation and use of system as per the training schedule to be worked out by mutual agreement.

17. The contract or any part share of interest in it, is not to be transferred or assigned by the Supplier directly or indirectly or any person or persons whomsoever without the written consent of the Registrar i/c, The Tamil Nadu Dr. M.G.R. Medical University, Chennai - 600 032.

18. The Medical University expressly resolves its right to terminate the contract if any of the conditions specified in the Tender. Purchase order on this contract is violated by the supplier such costs or loss sustained by the Medical University shall be recoverable from the supplier.

19. Neither the University nor the supplier shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- (a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- (b) Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared, priorities and guarantee restrictions.
- ©) Accidents or disruptions including, but not limited to fires, explosions, breakdown of essential machinery or equipment, power and water shortages.

20. The Tender Notice No. 021 along with enclosures, the detailed final offer of the Supplier and the purchase order at Annexure respectively will form part of this contract. Wherever the offer conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Supplier.

21. Any notice to the Supplier shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

22. Any modification to the terms and conditions shall be made only with the mutual consent of both parties to the agreement.

23. Both the parties will endeavor to settle any dispute arising out of this contract between them amicably among themselves. If the dispute is not resolved, then dispute shall be referred to a sole arbitrator appointed by The Medical University and shall be governed by the "Arbitration and Conciliation Act 1996". The Language of the Arbitration shall be English and the place of Arbitration shall be Chennai.

24. The Supplier agrees that in the event of non-fulfillment / non observance of any of the conditions stipulated in the contract, the supplier shall pay as penalty an amount equivalent to 10 (ten) percent (%) of total value of the work or any amount equal to the actual loss incurred by the Registrar, The Tamil Nadu Dr. M.G.R. Medical University, Chennai - 600 032 whichever is greater. In addition the University reserves to black list the tenderer for future tenders.

In witness whereof the parties have affixed their signature on the -----
day of -----2015.

For and on behalf of Supplier
(Name and Address if the Supplier with Official seal with date)

Witness:

1.

2.

ACCEPTANCE

The Registrar, The Tamil Nadu Dr. M.G.R. Medical University, Chennai hereby accept the contract in accordance with the conditions of contract and supply order there to in annexure.

REGISTRAR i/c.

For and on behalf of Purchaser.

The Tamil Nadu Dr. M.G.R. Medical University, Chennai - 32

WITNESS:

1.

2.

INSTRUCTION TO FILL THE AGREEMENT

1. The Agreement should be executed on a Non-Judicial stamp paper of Government of Tamil Nadu worth Rs.20/- (Rupees Twenty only).
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2. The Agreement should be executed in bond paper.
3. The Agreement apart from Stamp paper should be signed at the bottom of all pages with full signature and date and official seal by both the parties.
4. Signature of witnesses with their address should be obtained in the Agreement.
5. Any corrections made in the Agreement should be attested with full signature and date under official seal by the parties
6. If the tenderer is the partnership concern the copy of the partnership Deed, Copy of the Certificate of Registration should be enclosed with the Tender Document
7. If the tenderer is Private Limited (or) Public Limited Company copy of the Certificate of incorporation, copy of memorandum and article of association and Board resolution the particular director should sign in the Tender document .

ANNEXURE – III

COMMERCIAL BID

RATE SHOULD BE QUOTED BOTH IN FIGURE & WORD FOR
APHERESIS MACHINE

- 1. Basic Price -----

- 2. Sales Tax -----

- 3. Delivery charges -----

- 4. Freight charges -----

- 5. Insurance and such of other service
Should be quoted separately -----

-

- Total -----

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**SIGNATURE OF TENDERER
WITH SEAL**

ANNEXURE IV

SPECIFICATION FOR APHERESIS MACHINE

“HAEMONETICS MCS + CELL SEPARATOR LIST NO.9000”.

Machine in Closed Condition	Depth 13.4 in /36.5 cm Height 17.23 in/44cm
	Width 22.5 in /56.5cm
Machine in Operation	Depth 22.25 in /56.5cm
	Height 27 in /68.5cm
	Width 22.25 in /56.5cm
Weight of the Machine	26.3kg
Construction	Sheet Metal
Electrical Voltage	110/220VAC +10% (Factory set)
Operating Frequency	47-63 Hz
Current	5 amperes
Centrifuge speed	4800 - 7000 rpm (Varying with Protocol)
Pump Speed	0-150 ml/min (Adjustable)

Single needle access to improves the level of comfort of the donor/ Patient during the donation or therapy.

The equipment should weight less than 30 kgs- to confer greater mobility.

The technology should be virtually obsolescence-proof.
Upgrades should be available so that it causes minimal disruption to the patient schedule and not constrained by the equipment resident-memory.

The machine should be available with all applicable protocol cards and minimum of one year warranty for parts and on-site service.