

**HAFFKINE BIO PHARMACEUTICAL CORPORATION LIMITED****Procurement Cell****(A Government of Maharashtra Undertaking)****Regd. Office : Acharya Donde Marg, Parel, Mumbai 400 012 (INDIA)**

Phone No: 022- 24129320-23

Managing Director :022-24150628

General Manager (Procurement Cell) :022-24100478

Website : <http://www.vaccinehaffkine.com>E-mail: procurementcell@vaccinehaffkine.comNo.: 1953 /Haffkine/Procurement Cell/Tata P.O.Purchase/
Linear Accelerator/2019-20

Date: 13/11/2019

To,
M/s. Varian Medical Systems International AG
Hinterbergstrasse 14,
6312 Steinhausen
Switzerland
E Mail:-

Subject: Supply Order for Linear Accelerator**Reference: 1** Sanction of Tender Approval Committee Meeting Date 28.10.2019

With reference to the tender cited under reference no 1, you are requested to supply the following goods as per details mentioned below to consignee list enclosed with this order.

Sr. No	Name of the item	Specification of item	Quantity	Unit Rate inclusive of all Charges/Taxes	Total Amount
1	Linear Accelerator With IGRT Dual Energy (Model:-True Beam Make-Varian)	As per Annexure I	1 no	US \$ 18,50,000 + Custom Duty at actuals	US \$ 18,50,000+ + Custom Duty at actuals
Total amount in words: US Dollar Eighteen Lakhs Fifty Thousand and Custom Duty as Applicable					

- Forwarding:** Forwarding Free on Road Destination. I.e. door delivery basis.
- Delivery Period:** 139 days from the date of receipt of order by the supplier to the consignee attached. In the event of failure to supply within the stipulated period, the purchaser reserves the right to levy liquidated damages @2% per month or part therefore for delayed supplies.
-
- Risk purchase clause:** If the bidder fails to supply the stores within the stipulated delivery period, the order will stand cancelled. Undersigned shall be entitled to purchase such stores from any other source at such price which ordinarily should not be more than 10% of the tender price. The extra expenditure in such cases shall be recovered by Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd.(Procurement Cell), Mumbai from the Supplier.
- Payment Terms** : 100 % Unconfirmed Irrevocable Letter of Credit Payable 90% against dispatch of documents & balance 10% after successful installation and commissioning and Submission of 10% Performance Bank Guarantee of Invoice Value in INR for the Period of 27 months from the date Installation.
- Labelling:** The word "For use of GOVERNMENT OF MAHARASHTRA NOT FOR SALE" should be

printed on each unit pack in readable Purple or Green Colours.

7. **Acceptance & Receipt:** It should be submitted in Appropriate Format to the purchasing authority.
8. **Delivery Challan** - Should be sent in the name of consignee in duplicate. It should specify Name of Equipment /Mfg. by / packing & quantity.
9. **Invoice Copy** - Should be sent in triplicate on the Name of Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai, along with Bill of Entry and Country of Origin Certificate of the consignment.
10. **Other Terms :**
 - Installation & Commissioning :-** Installation & commissioning will be done free of cost by the vendor at designated site.
 - Insurance :-** Vendor to insured the equipment, fill the successful installation & Commission.
 - Warranty :-** 2 years form the date of satisfactory installation and commissioning of the equipment
 - CMC :-** For Main Equipment Qty.2 Nos. (CMC For 8 Years After Warranty Period Of 2 years)

S.No.	Description of Item	Total Amount Rs.
01	1st Year after 2 years warranty	1,30,00,000.00
02	2nd Year after 2 years warranty	1,30,00,000.00
03	3rd Year after 2 years warranty	1,30,00,000.00
04	4th Year after 2 years warranty	1,30,00,000.00
05	5th Year after 2 years warranty	1,30,00,000.00
06	6th Year after 2 years warranty	1,30,00,000.00
07	7th Year after 2 years warranty	1,30,00,000.00
08	8th Year after 2 years warranty	1,30,00,000.00
Total CMC Charges For 8 years + GST Extra		10,40,00,000.00

Import License:- Form AERB : User will do the on line application in coordination & support with varian.

Connectivity :- All connectivity to future equipment having DICOM i.e. LA, Simulators, PACS etc. to provided till CMC exists.

Training :- Module based overseas training for at least two weeks for two Radiation Oncologist, two Medical Physicists and two Radiotherapy Technologists

Uptime Guarantee :- The supplier and /or its Indian agent will be required to give the guarantee towards the performance of the equipment during the warranty period and in case of comprehensive annual maintenance contract period for maintaining the equipment in good working condition for a period of least 300 days out a period of 365 days a year (i.e 95% uptime) 24X7. The ten hours non-functioning of the equipment or any part thereof will be considered as one day as one day down time. Total 3000 hours in a year will be considered as uptime guarantee. The equipment shall be fully functional as part of the uptime and if it is partly functional it shall be considered as downtime and deduction shall be made on Pro-rata basis i.e if the equipment is 70% functional 30 % downtime shall be applicable. The decision of the TMC management or its representative in determining the % of the downtime shall be final and binding. Essential period to shut down the installation entirely or partially shall be included in the down time while calculating the 95% guaranteed uptime i.e all features as per specifications in purchase order should be functional for uptime. The supplier / agent shall be required to pay a penalty Rs.10,000/- per hour per machine excluding 150 hours permissible downtime. This rate shall increase commensurate with the rate increase of CMC. If the number of days downtime in each period of 365 days is more than the downtime permissible (which is to be calculated as defined above.) the delay for not bringing the equipment in functioning order in any way, directly or even partially will be attributable to the firm. The bidder should provide the details of preventive maintenance to be undertaken through the year. Preventive maintenance to be done on holidays only. Preventive maintenance and breakdown will not be clubbed. The bills should be raised every month and will be paid at the end of every month only.

Installation & Site preparation:

As per the tender terms varian project team shall immediately coordinate with concerned person for the site preparation on receiving the purchase order.

The replacement of defective parts during the warranty period shall be sole responsibility of the supplier and

Consignee Details.

M/s.Varian Medical Systems International AG			
Delivery Period :- 33 days \pm 2 working days from the date of receipt of order			
PO Reference No:- 1953 / Haffkine/ Procurement Cell/Tata P.O.Purchase / Linear Accelerator /2019-20 Date: 13/11/2019			
Sr.	Name of the Consignee	Address of the Consignee	Qty.
1.	Dean, Government Medical Collage and Cancer Hospital, Aurangabad	Near Aamkhas Maidan, Buddi Ln, Aurangabad, Maharashtra 431005	1 No
Total:			1 No

Rajesh

(Dr.Rajesh Deshmukh)
Managing Director
Haffkine Bio Pharmaceutical Corporation Ltd.
(Procurement Cell), Mumbai.

Copy to,

M/s Varian Medical Systems International India Pvt.Ltd
Unit No.33, Kalpataru Squire,
Off Andheri Kurla Road
Andheri (East), Mumbai-400059, India
Contact Person Mr. Sanchal