| | Haffkine |
|------------------------------------|---|
| HAFFKINE BIO PH | ARMACEUTICAL CORPORATION LIMITED |
| | Procurement Cell |
| (A Govern | ment of Maharashtra Undertaking) |
| | a Donde Marg, Parel, Mumbai 400 012 (INDIA) |
| Phone No: 022- 24129320-23 | Website : http://www.vaccinehaffkine.com |
| Managing Director :022-24150628 | E-mail: procurementcell@vaccinehaffkine.com |
| General Manager (Procurement Cell) | No.: 3102 /Haffkine/Procurement Cell/E-1880/ Automated |
| :022-24100478 | Identification and Antibiotic Susceptibility System/2019-20 |
| | Date: 13.03.2020 |

To,

M/s. Biomerieux India Pvt. Ltd.,

43A, Okhla Industrial Estate,

Phase III, New Delhi - 110020.

E-Mail: bivash.chakraborty@biomerieux.com

customercare.india@biomerieux.com

Subject : Supply Order for Tender No.E-1880/Automated Identification and Antibiotic Susceptibility System
Reference: 1. Tender No. E-1880/HBPCL/PC/Automated Identification and Antibiotic Susceptibility System/2019-20
2. Sanction of Tender Approval Committee Meeting Dated 28.02.2020

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 (DMER) | Unit Rate inclusive of GST(Rs.) | Total Amount Rs. |
|------------|--|--------------------------|-----------------------------|---------------------------------------|---------------------|
| 1. | Automated Identification and Antibiotic Susceptibility System Model: Vitek 2 Compact 60 | As per Annexure X | 01 | 14,75,000/- | 14,75,000/- |

Total amount in words: Rupees Fourteen Lakhs Seventy Five Thousand Only.

Factory Location: BIOMERIEUX S.A., FRANCE.

- 1 Forwarding: Forwarding Free on Road Destination. I.e. door delivery basis.
- 2 **Delivery Period**: 12 weeks from the date of receipt of order by the supplier to the consignee attached.
- 3 **Pre-Dispatch Inspection:** Supplier shall make necessary arrangement / facilitate to carry out Pre-Dispatch inspection as per Tender Terms & condition and submit the Inspection report to this office. The Pre-Dispatch inspection cost will be borne by supplier. Machine should be dispatched only after satisfactory Pre-Dispatch Inspection.
- 4 **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.

5 **Payment Terms:** Payment of 100% of the contract value will be made within 8 weeks on delivery and successful installation and satisfactory commissioning and operation of the machinery.

- 6 **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.
 - 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 :

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1) Warranty: The warranty period shall be for 2 years from the date of commissioning of all equipment supplied as certified by the consignee. After completion of 2 years warranty period Manufacturer/Supplier should give commitment to ensure services and supply of spare part for further 8 years. The successful tenderer must ensure 95% uptime during warranty period. In case of downtime, warranty period will be extended for period of downtime. If the equipment is not attended within 24 hours for Mumbai and 48 hours for other places the supplier will be liable to pay a penalty of 0.07% of purchase cost for every day of delay. Such penalty will be recovered from the amount of security deposit. Certificate of such uptime / downtime issued by the end user will be binding for the supplier Replacement of spares parts thereof due to manufacturing defects during warranty period will be entirely at the supplier's cost.

2) The user institution will enter to the Comprehensive Maintenance Contract with supplier agency @ 5% of the Order value (excluding taxes) of the equipment per year for 8 years after completion of warranty period. In case of non-compliance of CMC the supplier will be liable to pay penalty or for appropriate action. Payment of CMC on yearly basis will be made by the user's institution, at the end of the year after satisfactory performance report from the end user.

11 **Contract Agreement:** Bidder should submit a tripartite (Importer, Manufacturer and Haffkine Bio Pharmaceutical Corporation Ltd.) Contract Agreement on non-judicial stamp paper of requisite value.

Fall Clause

It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.

12 The Bidder should submit (within 7 days) amount of 1.5% ie. Rs. 22,125/- of order value to meet other incidental expenditure and 3% i-e Rs. 44,250/- as Security Deposit in form of Bank Guarantee. The Bank Guarantee Should be Valid for 2 months after the expiry date of warranty, issued by any Nationalized/Scheduled Bank

Amount to be deposited to Following Account:

| Name of Account | Haffkine Bio-Pharmaceutical Corporation Ltd. (Procurement Cell), CESS Account Mumbai. |
|---------------------------|--|
| Name of the Bank & Branch | Canara Bank, Branch-Parel |
| Account No. | 0110201004893 |
| IFSC Code | CNRB0000110 |

Consignee: As per list enclosed

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

Copy to:

- 1) Commissioner Health Services, Mumbai.
- 2) Director, Medical Education & Research, Mumbai-400 001.
- Account Manager, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai.

4) Office File.

<u>Copy to</u> Consignee: Dean, Government Medical College, Cancer Hospital, Aurangabad. : As per Tender Condition No.17 The user Institution should get the Comprehensive Maintenance Contract done with supplier agency @ 5% of the Order value (excluding taxes) of equipment per year for Eight years after Completion of warranty period.

Copy Submitted to: 1) Secretary, Medical Education & Drug Department, Mantralaya, Mumbai.

Consignee Details

| | M/s. Biomerieux India Pvt. Ltd. | | | | |
|--|--|------|--|--|--|
| Automated Identification and Antibiotic Susceptibility System Model: Vitek 2 Compact 60 | | | | | |
| Delivery Period | d 12 weeks | | | | |
| No.: 3102/Haffkine /Procurement Cell / E-1880/AutomatedPO Reference No.Identification and Antibiotic Susceptibility System/2019-20Date:13.3.2020 | | | | | |
| Sr. No. | Name & Address of the Consignee | Qty. | | | |
| 1) | Government Medical College, Cancer Hospital, Aurangabad. | 01 | | | |
| | Total: | 01 | | | |

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

E-1880/Automated Identification and Antibiotic Susceptibility System