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 General Manager (Procurement Cell) :022-24100478

To,

M/s. Thermo Fisher Scientific India Pvt. Ltd.

403-404, Delphi -B wing, Hiranandani

Gardens Powai, Andheri(E), Mumbai-76

E-Mail: aldo.maliekal@thermofisher.com Kunal.rohile@thermofisher.com

Subject : Supply Order for Tender No. E-2660/ Liquid Nitrogen can 47 Litre Capacity. Reference: 1. Tender No. E-2660/HBPCL/PC/ Liquid Nitrogen can 47 Litre Capacity /2019-20. 2. Sanction of Tender Approval Committee Meeting Dated : 15.04.2020

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	Liquid Nitrogen can 47 Litre Capacity Model : Thermo Fisher Model: Biocane 47	As per Annexure X	7	2,00,000/-	14,00,000/-

Factory Location: Thermo Fisher Scientific 28 Schenck Parkway, Suite 400/ Asheville ,NC 28803 Phone (828) 365-1266

- 1 Forwarding: Forwarding Free on Road Destination. I.e. door delivery basis.
- 2 **Delivery Period**: Considering the COVID-19 situation delivery should being immediately and should be completed within 7 days.
- 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.
- 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 :

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 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. 21,000/- of order value to meet other incidental expenditure and 3% i-e Rs. 42,000/- as Security Deposit in form of Bank Guarantee. The Bank Guarantee valid for 2 months after the expiry of 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, Jalgaon, Baramati, Yavatmal, Gondiya Chandrapur, Nanded, Ambejogai: As per Tender Condition No.17 The user Institution should get the Comprehensive Maintenance Contract done with supplier agency @ 5% of the Order value of equipment per year for Eight years after Completion of warranty period.

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

Annexure-X
Specification for Liquid Nitrogen can 47 Litre Capacity

Technical	
Certification	: ISI/European/ CE or conformity
Design	: Compact Light weight, double walled aluminium vessel, polyurethane
	Coated, provided with vacuum insulation and a narrow mouth neck that
	Minimizes liquid nitrogen losses.
Capacity	: 50-60 liter
Static evaporation rate	: 0.3-1 liter/ day
Static Holding Time	: 50-120 days
Optional	: Transport & tilting Trolley
Warranty	: 5 Years from till date of installation supply.

	Consignee Details					
M/s. Thermo Fisher Scientific India Pvt.Ltd. Liquid Nitrogen can 47 Litre Capacity						
Delivery Period	7 Days					
PO Reference No.	No.: 3285 /Haffkine/Procurement Cell/E-2660/ Liquid Nitrogen can 47Litre Capacity / 2019-20 Date: 18/04/2020					
Sr. No.	Name of the Consignee	Qty.				
1.	Government Medical College, Jalgaon	1				
2.	Government Medical College, Baramati	1				
3.	Government Medical College, Yavatmal	1				
4.	Government Medical College, Gondia	1				
5.	Government Medical College, Chandrapur	1				
6.	Government Medical College, Nanded	1				
7.	Government Medical College, Ambejogai	1				
	Total	7				

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