



# 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.com](mailto:procurementcell@vaccinehaffkine.com)

No.: 1542 / E-1210 / Appointment of Agency for providing Workforce /Haffkine /Procurement Cell /2019-20

Date: 03/08/2019

To,

**M/s. Shree Ram Enterprises**

**6 Mayureshcosmos, Sector-11**

**CBD Belapur , Navi Mumbai – 400 612**

**Tel. 022 66738500**

ID:- [Shreeram@sremanpower.com](mailto:Shreeram@sremanpower.com), [accounts@sremanpower.com](mailto:accounts@sremanpower.com)

**Sub- Deployment of Biomedical Engineers in Haffkine Bio Pharmaceuticals Corporation Ltd. (Procurement Cell), Mumbai.**

**Ref.-1) Tender No. 1210/HBPCL/PC/Appointment of Agency for providing Workforce /2019-20.**

**2) Negotiation Meeting Conducted on Dt:22-07-2019.**

**3) Negotiation Meeting Conducted on Dt:25-07-2019.**

**4) TAC Meeting Conducted on Dt:01-08-2019.**

With reference to above mentioned tender your online bid has been accepted. Accordingly you are instructed to deploy required workforce as per the details mentioned in the table below.

Sr No.	Name of Post	No of Posts	Cost per post (per Month Including GST)	Total Cost (per Month Including GST)	Place of deployment workforce
1	<b>Biomedical Engineers</b>	<b>10</b>	<b>26,290/-</b>	<b>2,62,900/-</b>	Haffkine Bio Pharmaceuticals Corporation Ltd. (Procurement Cell)
<b>(Rupees: Two lakhs Sixty-two thousand nine Hundred only) Per Month</b>				<b>2,62,900/-</b>	

### TERMS & CONDITIONS:-

1. The Successful tendered EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
2. The EMD shall be forfeited:
  - a. If tenderer fails to accept the purchase order.
  - b. If a tenderer withdraws its tender during the period of bid validity as specified in the Tender.
  - c. In case of a successful Tender, if the tenderer fails:
    - i. To sign the Contract in accordance with terms and conditions or.
    - ii. To furnish security deposit as per tender clause 15.
3. The rates mentioned above will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.
4. The tenderer have to deploy required number/strength of staff within 30 days from the date of supply order.

5. It is binding upon tenderer to change any staff if required by the purchaser.
6. If the tenderer wishes to change any staff, it is binding to the tenderer to obtain prior consent of purchaser.
7. The tenderer will be bound to change the strength of staff as per the requirement of the purchaser.
8. The monthly attendance sheet of the staff will be sent to tenderer at the end of the month and accordingly tenderer will submit monthly bill which will be paid within 10 days.
9. If at any time during the period of contract, the price of tendered appointment is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
10. In case of any enhancement in government taxes, levies or duties because of any statutory Act of the Govt. after the date of submission of tenderer and during the tender period, the quantum of additional taxes, levies or duties so levied will be allowed to be charged extra as separate item without any change in price structure approved under the tender. For claiming the additional cost on account of the increase in taxes, levies or duties on the appointments supplied of the Purchaser and can also claim the same in the invoice.
11. The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after end of contract period and enter into Contract Agreement as per the stamp Act on non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer.
12. The Security Deposit should be in the form Bank Guarantee in favour of the 'The Managing Director, Haffkine Bio Pharmaceuticals Corporation Ltd. (Purchase Cell), Mumbai' payable at Mumbai from any Nationalized or scheduled bank (Annexure-7).
13. The Security Deposit will be discharged by the Purchaser and returned of the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
14. The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or any event as the Purchaser thinks fit and proper.
15. The Purchaser reserves the right to increase or decrease the number of appointments and also reserves the right to cancel or revise or any of the whole tender or any part of tender without giving any reasons thereto with no cost to the Purchaser .
16. The period of contract shall be one year from the date of execution of the contract and will automatically get dissolved after the said period unless renewed by purchaser.
17. If the Supplier fails to commence services as scheduled or to deliver the services ordered to him within the period stipulated in the contract, it shall be at the discretion of the purchaser either (a) to extend the period (b) to cancel the contract in whole or in part for the balance without any show cause notice. In the event of extension, liquidated damages @ 0.07% per day, will be applicable for services not rendered. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of supplier. In addition to the action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will be liable for cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied services against any orders with the purchaser or his authorized consultants / agents.
18. **Force Majeure :**
  - a. For purpose of this Clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such

events may include, but are not limited to acts of the Purchaser either in its sovereign or contractual capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- b. In a Force Majeure situation arising at any time during the subsistence of the contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contract as far as is reasonably practical shall be performed and the Supplier shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
  - c. Force Majeure will be accepted on adequate proof thereof.
  - d. If a contingency continues beyond 30 days, both parties will mutually discuss and decide the course of action to be adopted. Even if a contingency continues beyond 60 days, then the Purchaser may consider for termination of the contract on a pro-rata basis.
19. The pay of the staff provided will be the responsibility of the agency and Haffkine Bio Pharmaceuticals Corporation Ltd. (Purchase Cell) is in no way responsible for the same. No staff should be added or removed without the consent of the Purchaser. The duties / taxes / levies for e.g. PF, Insurance, Leave etc. will be the responsibility of the tenderer.
20. **Working Hours:** Daily working hours and holidays will be as per the rules of the Government of Maharashtra. No extra payment will be given to the agency if a candidate is called to work on a holiday. A compensatory holiday will be given.
21. **Performance Security & Contract Agreement :** Bidder should submit Security Deposit within 7 days from the date of receipt of order for an amount of **3% i.e. Rs. 94,644/-** of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on non-judicial stamp paper of requisite value. The Security Deposit should be in the form of Bank Guarantee in favour of the 'Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai,' payable at Mumbai from any Nationalized or scheduled bank **of tender document enclosed herewith.** If Bidder fails to submit performance security & contract agreement within the stipulated period, the order will stand cancelled & action against the bidder will be taken as per rule.
22. The maximum charges which will be paid to the Agency for providing workforce shall be 5% of the rates quoted per candidate and the remaining minimum 95% of the quoted amount per month must be paid to the candidate working with the procurement cell through his bank Account every month.

( Dr. Rajesh Deshmukh )  
Managing Director

**Haffkine Bio Pharmaceutical Corporation  
Ltd. ( Procurement Cell ), Mumbai**

**Copy to**

1. Personal Assistant to Principal Secretary, Department of Public Health, New Mantralaya, Mumbai – 400 001
2. Personal Assistant to Secretary, Department of Medical Education & Drugs, New Mantralaya, Mumbai – 400 001
3. Director, Health Services, Mumbai – 400 001
4. Director, Medical Education & Research, Mumbai - 400 001
5. Manager ( Account ), Haffkine Bio-Pharmaceutical Corporation Limited Procurement cell, Mumbai.
6. Office File