

**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.: 4670 / Haffkine/Procurement Cell/E-2828/36 CM
Laprosopic Ergonomic Probe/Proprietary Item/ 2020-21
Date: 03.06 .2021

To,
M/s. Ethicon Endo-Surgery
(Johnson & Johnson Pvt.Ltd)
64-66, Johnson House, Senapati
Bapat Marg, Mahim (West)
Mumbai- 400 016
E-mail:- adubey15@its.jnj.com

Subject: Supply Order for 36 CM Laparoscopic Ergonomic Probe

- Reference:**
- 1 Tender No. E-2828/HBPCL/PC/Proprietary Item/36 CM Laprosopic Ergonomic Probe/2020-21.
 - 2 Sanction of Tender Approval Committee Meeting Date 27.12.2021
 - 3 Médical Education and Drues Dept. Administrative Approval No.VHY-2019/pr.Kr.249/prash-1/ Dated :- 09-01-2020

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 Rate inclusive of GST(Rs.) and all other Taxes	Total Amount Rs.)
1	36 CM Laparoscopic Ergonomic Probe (Model:- GEN 11 Make:- Johnson & Johnson Pvt.Ltd)	As per Annexure I	2 no	12,25,748/-	24,51,496/-

Total amount in words: Rupees Twenty Four Lac Fifty one Thousand Four Hundred and Ninty Six only.

Location of Factory:- M/s Ethicon Endo-Surgery, LLC, 475 Calle C, 00969 Guaynabo, Puerto Rico, USA,
Telephone No:- 1-513-337-7180 Fax: 1-513-337-7180 E-Mail:- sward7@its.jnj.com

- 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** : 100 % Payment shall be paid on receipt, Complete Installation (acceptance) of Machine in good conditions by the consignee.
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 parts for further 8 years. The successful tenderer must ensure 95% uptime during warranty, period. In case of the 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 written down value of the equipment per year for Eight 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 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. 36, 772/-** of order value to meet expenditure of sample testing fee and other incidental expenditure and 3% i-e **Rs. 73,545/-** as Security Deposit in form of Bank Guarantee, This Bank Guarantee Should be Valid for 8 Years after the expiry date of warranty, issued by any Nationalized/Scheduled Bank

Amount to be deposited to Following Account:

Name of Account	Haffkine B C P L (Procurement Cell),CESS Account Mumbai.
Name of the Bank & Branch	Bank Of Maharashtra, Parel, Mumbai
Account No.	60381379835
IFSC Code	MAHB0000079

Baviskar

(Dr. Vijay Baviskar)
General Manager-1

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

Copy to:

- 1) Commissioner Health Services, Mumbai.
- 2) Director of Medical Education & Research.
- 3) Account Manager, Haffkine Bio Pharmaceutical Corporation Ltd.(Procurement Cell), Mumbai.
- 4) Office File.
- 5) Dean, Shri Vasantnao Naik Government Medical Collage & Hospital, Yavatmal: - As per Tender Condition No.17 the user Institution should get the Comprehensive Maintenance Contract done with supplier agency @ Supplier agency @ 5% of the Written down value of the equipment per year for Eight years after completion of warranty period.

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

Annexure -I

36 CM Laparoscopic Ergonomic Probe
Technical specifications 36 CM Laparoscopic Ergonomic Probe
36 cm Laparoscopic ergonomic Probe with hand activation switches for simultaneous cutting and coagulation using ultra vision technology for vessel up to 5 mm active blade tip length 15 mm and shaft diameter 5mm 360 degree rotating shaft compatible with Harmonic GEN 04 & Harmonic Generator GEN 11

Consignee Details.

M/s.Ethicon Endo-Surgery (Johnson & Johnson Pvt.Ltd)			
Delivery Period :- 12 weeks from the date of receipt of order			
PO Reference No:- 4670 /Haffkine/Procurement Cell/E-2828/36 CM Laproscopic Ergonomic Probe/Proprietary Item/ 2020-21 Date: 03.06.2021			
Sr.	Name of the Consignee	Address of the Consignee	Qty.
1.	Dean, Shri Vasantnao Naik Government Medical Collage & Hospital, Yavatmal	Waghapur Road, Palswadi Camp, Civil Lines, Yavatmal, Maharashtra 445001	2 Nos
Total:			2 Nos

Baviskar
(Dr. Vijay Baviskar)
General Manager-1
Haffkine Bio Pharmaceutical Corporation Ltd.
(Procurement Cell), Mumbai.)