



**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.: 750 / Haffkine/Procurement Cell/E-138/ Harmonic Scape / 2018-19

Date: 18/12/2018

To,

M/s. Johnson & Johnson Pvt. Ltd.,

Senapati Bapat Marg,

Mahim 400 016.

**Subject: Supply Order for Harmonic Scape**

**Ref. :** 1. Tender No. E-138 /HBPC/PC/ Harmonic Scape /2018-19.  
2. Sanction of Tender Approval Committee Meeting Dated 28.11.2018

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.)	Total Amount Rs.)
1	Harmonic Scape Model : Gen 11	As per Annexure I	2	14,80,000.00	29,60,000.00

**Total amount in words:** Rupees Twenty Nine Lakhs Sixty Thousand only.

**Location of Factory :** Ethicon Endo-Surgery, LLC 475 Calle C 00969 Guaynabo Plierto Rico USA

- Forwarding:** Forwarding Free on Road Destination. i.e. door delivery basis
- Delivery Period:** 12 weeks from the date of receipt of order by the supplier to the consignee attached.
- 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.
- 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 % Payment shall be paid on receipt , Complete Installation (acceptance) of Machine in good conditions by the consignee.
- Labelling::** The word "For use of GOVERNMENT OF MAHARASHTRA NOT FOR SALE" should be printed 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.( For Imported Item Only)

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 100% uptime during warranty period. In case of downtime, warranty period will be extended for period of downtime. If the equipment is not attended with him 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 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 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 tripartite (Manufacture, Importer , HBPCCL) 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 this 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. **Rs44400/-** of order value to meet expenditure of sample testing fee and other incidental expenditure and 3% i-e **Rs. 88800/-** 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 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

(Sampada Mehta)  
Managing Director

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

**Copy to:** 01) Commissioner Health Services, Mumbai.

- 2) Director of Medical Education & Research. Mumbai  
3) Account Manager , Haffkine Bio Pharmaceutical Corporation Ltd.(Procurement Cell), Mumbai.  
4) Office File.

**Copy to:** 1) Dean, Govt. Medical College & Cancer Hospital Aurangabad .

- 2) Superintendent, Cama & Albless Hopital, Mumbai :- As per Tender Condition No. 17

The user Institution should get the Comprehensive Maintenance Contract done with supplier agency @ 5% of the Written down value of the equipment per year for eight years after completion of warranty period.

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



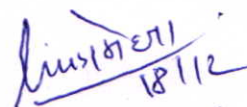
## Annexure - I

### REVISED TECHNICAL SPECIFICATIONS OF HARMONIC SCALPEL

Sr.No	Technical Specification
1	System Should have a Universal connector ultrasonic energy and advanced RF instrument
2	System Should Have automatic instrument recognition.
3	System Should be CE approved.
4	System Should have a touch screen display for fast, setup and operation.
5	System Should have high resolution display with wide viewing angles.
6	System should have ability for software updates via USB memory stick.
7	System should have a potential equalization terminal compatibility with other medical system.
8	System should confirm to the following standards EN (IEC)60601 – 1 EN(IEC)60601 - 11 – 2, EN (IEC)606011-2-2, EN(IEC)60601 – 1-1-8
9	System Should provide class 1 protection against electric shock.
10	System Should have 6 international language options with English as default.
11	System Should have minimal lateral spread not more than 1 mm/.
12	System should not have auto switch off mechanism.
13	System should have standby mode to ensure safety.
14	System should have onscreen warning display system for overheating, software upgrads instrument errors.
15	System should be compatible for open surgery and laparoscopic surgery compatible and altrasonic.
16	System should be compatible with 5mm and 10 mm instrument.
17	Systems should have at least 5 power setting level with power level display for ultrasonic energy instrument.
18	System should be equipped with smart advanced RF energy technology to measure the tissue impedance and control the power delivery. Articulation necessary.

Consignee Details
Consignee List For Harmonic Scaple

PO Reference No . 750   Haffkine Procurment Cell/E-138 Date 18/12/2018		
Sr. No	Hospital Names	Qty
01	Dean, Govt. Medical College & Cancer Hospital Aurangabad	01
02	Superintendent, Cama & Albless Hospital, Mumbai	01

  
18/12

(Sampada Mehta)  
Managing Director

Haffkine Bio Pharmaceutical Corporation Ltd.  
(Procurement Cell) Mumbai