

**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

No.: 4861 /Haffkine /Procurement Cell/E-2432/Harmonic Scalpel/Ultrasonic Cutting &amp; Coagulating Device with Advance RF Energy/2020-21

Date: 17/6/2021

**To,**

M/s. JOHNSON &amp; JOHNSON PVT. LTD.

L.B.S. Marg, Mulund West,

Mumbai – 400 080.

E-Mail: adubey15@its.inj.com

**Subject :** Supply Order for Tender No. E-2432/Harmonic Scalpel/Ultrasonic Cutting & Coagulating Device with Advance RF Energy

- Reference:**
1. Tender No. E-2432/HBPCL/PC/Harmonic Scalpel/Ultrasonic Cutting & Coagulating Device with Advance RF Energy/2019-20
  2. शा.नि.क्र. : खरेदी-२०१९/प्र.क्र.२७६/प्रशा-१ दि. १५ जानेवारी, २०२०.
  3. Sanction of Tender Approval Committee Meeting Dated 27.01.2021

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	Harmonic Scalpel/Ultrasonic Cutting & Coagulating Device with Advance RF Energy <b>Make &amp; Model :</b> HARMONIC GEN 11	As per Annexure X	01	17,29,700/-	<b>17,29,700/-</b>

**Total amount in words:** Rupees Seventeen Lakh Twenty Nine Thousand Seven Hundred Only.**Factory Location :** Jabil 3800, Gibbings, Road, Aunurn Hills, MI, 48326, USA.

- 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.
- 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 (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. 25,945.5/-** of order value to meet other incidental expenditure and 3% i-e **Rs. 51,891/-** 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	Bank of Maharashtra, Branch - Mumbai Parel
Account No.	60381379835
IFSC Code	MAHB0000079

**Consignee:** As per list enclosed

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

**Copy to:**

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

**Copy to Consignee:** Dean, Government Medical College, Gondia. : 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.

## Annexure-X

### Technical Specifications Harmonic Scalpel/Ultrasonic Cutting & Coagulating Device with Advance RF Energy

#### Operational Requirements:

- The system should be used for Laparoscopic & open Procedures. The system should have open and laparoscopic probes for both ultrasonic & RF Energy vessel sealing system.

#### Technical Specifications:

- Universal connector to connect Ultrasonic energy and Advanced RF energy instruments (Critical)
- Automatic instrument recognition.(Critical)
- USFDA and CE approved (Critical)
- Touch screen display for fast and setup, operation and on-screen diagnostics, (Critical)
- System should have the ability for software updates via USB memory stick (Critical)
- Signal generator that provides Ultrasonic energy at 55.5KHz and Advanced RF energy technology for soft tissue dissection and vessel sealing (Critical)
- Capability of being operated by hand control or foot switch (Critical)
- Hand-piece with transducer & silicon cable (Critical)
- System should have on screen warning display system for generator overheating generator software upgrade. Hand piece errors and instrument errors.(Critical)
- Stand-by mode for better safety(Critical)
- System diagnostics and troubleshooting guide(Critical)
- Warning system for malfunctioning cable, Probe etc (Critical)
- Should be capable of sealing vessels at least up to 7mm (Critical)
- Should have different audible tone settings for different modes (Critical)
- System should have at least 1-5 power setting levels with power level display for ultrasonic energy Instruments,(Critical)
- Should be compatible with articulating RF Energy instruments with articulating of 45 deg. Either side and total of 110 degree of articulation with 360 degree (Critical)
- Should have minimal lateral thermal spread not more than 1 mm(Critical)
- RF energy instruments compatible with generator should have controlled gap mechanism for uniform compression across the instrument jaw for better sealing and transection of vessels and tissue bundles upto 7 mm simultaneously, (Critical)

- System should have Advanced RF Energy hand instruments with a unique electrode configuration to minimize the lateral thermal spread (Critical)
- Should provide temperature controlled energy delivery which should maintain tissue temperature approximately at 100 deg. C and hand instruments that provide tissue vessel seal strength to withstand burst pressure of 7 times the systolic pressure (Critical)
- Should be compatible with pure ultrasonic energy instruments which can simultaneously seal and transect vessels upto 7 mm, Large pedicles and vascular bundles with ultrasonic energy only with system feedback (Critical)
- System should conform to the following international standards EN (IEC),60601-1. EN (IEC), 60601-1-2, EN (IEC) 60601-1-8(Critical)
- System should provide Class I protection against electric shock (Critical)

System Configuration Accessories, spares and consumables:

Accessories:

- Foot-switch with cable.
- Adapter for ultrasonic instruments.
- Cart for Generator
- Ultrasonic Hand Piece(Transducer)- 1 No. each compatible with open and lap hand instruments
- Disposable Coagulation shears for open surgery 9cm & 14 cm long
- Disposable Coagulation shears for laparoscopic surgery -5mm dia 30-45 cm long capable of sealing vessel upto 7mm with pure ultrasonic energy.
- Disposable coagulation shears for laparoscopic surgery with integrated transducer 5mm dia 30-45 cm long. Capable of sealing vessel upto 7 mm with pure ultrasonic energy
- RF energy hand probes with 55 degree articulation on either side, curved Jaw in different shaft lengths (35 cm & 45 cm)
- Curved Blade and Dissecting Hook having telescoping shaft (10 cm-14cm) with integrated hand activation control buttons.

### Consignee Details

<b>M/s. JOHNSON &amp; JOHNSON PVT. LTD.</b>		
Harmonic Scalpel/Ultrasonic Cutting & Coagulating Device with Advance RF Energy <b>Make &amp; Model : HARMONIC GEN 11</b>		
<b>Delivery Period</b>	12 weeks	
<b>PO Reference No.</b>	No.: <u>4861</u> /Haffkine/Procurement Cell/E-2432/Harmonic Scalpel/Ultrasonic Cutting & Coagulating Device with Advance RF Energy /2020-21 Date: <u>17/6/2021</u>	
<b>Sr. No.</b>	<b>Name &amp; Address of the Consignee</b>	<b>Qty.</b>
1)	Government Medical College, Gondia.	01
<b>Total:</b>		<b>01</b>

*Baviskar*  
*17/6*

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