



**HAFFKINE BIO PHARMACEUTICAL CORPORATION LIMITED**  
**Procurement Cell**  
**( A Government of Maharashtra Undertaking)**  
**Regd. Office : Acharya Donde Marg, Parel, Mumbai 400 012 ( INDIA)**

<b>Phone No:</b> 022- 24129320-23 <b>Managing Director :</b> 022-24150628 <b>General Manager (Procurement Cell) :</b> 022-24100478	<b>Website :</b> http://www.vaccinehaffkine.com <b>E-mail:</b> procurementcell @vaccinehaffkine.com
	<b>No.:</b> 4211 /Haffkine/Procurement Cell/Tata P.O.Purchase/ Cobalt HDR Brachytherapy/2020-21 <b>Date:</b> 25/01/2021

To,  
M/s. Elekta Ltd  
Linac House, Fleming Way,  
Crawley, West Sussex,  
RH10 9RR, United Kingdom  
E Mail:- akshay.randive@elekta.com

**Subject: Supply Order for Cobalt HDR Brachytherapy**

**Reference:** 1. शासन निर्णय क्र.जीसीए-२०१८/प्र.क्र.१३७/प्रशा-१ दि.३१ मार्च २०१८  
2. Sanction of Tender Approval Committee Meeting Date 23.12.2020

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 all Charges/Taxes	Total Amount
1	Cobalt HDR Brachytherapy (20 Channel) Model:- Flexitron, Make- Elekta (One set of Flexitron 20 Channels Brachytherapy system with onecetra TPS, Accessories and Cobalt 60 sources) with one source	As per Annexure X	1 no	US \$ 3,30,000 + Custom Duty at actuals & Other Charges	US \$ 3,30,000 + Custom Duty at actuals & Other Charges
<b>Total amount in words:</b> US Dollar Three Lakhs Thirty Thousand and Custom Duty as Applicable & Other Charges					

- Forwarding:** Forwarding Free on Road Destination. I.e. door delivery basis.
- Delivery Period:** 206 + 2 working days from the date of receipt of order by the supplier to the consignee attached. In the event of failure to supply within the stipulated period, the purchaser reserves the right to levy liquidated damages @2% per month or part therefore for delayed supplies.
- 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.

4. **Payment Terms** : Irrevocable unconfirmed Letter of Credit Payable 90% against dispatch and 10% after Installation and submitted of 10% PBG for 39 months.
5. **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.
6. **Acceptance & Receipt**: It should be submitted in Appropriate Format to the purchasing authority.
7. **Delivery Challan** - Should be sent in the name of consignee in duplicate. It should specify Name of Equipment /Mfg. by / packing & quantity.
8. **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.
9. **price Revision**  
No upward price revision is acceptable for any reason however if vendor reduce price due to downward trend or reduction of govt.duty structure, the downward revision of prices is Acceptable.
10. As per the tender terms Elekta project team shall immediately coordinate with concerned person for the site preparation on receiving the purchase order
11. The replacement of defective parts during the warranty period shall be sole responsibility of the supplier and will be solely responsible for the replacement at their cost including the down time liquidation damage, customs duty, octroi if applicable etc. Be noted as a special condition of the tender.
12. The supplier shall be under obligation to ensure that the delivery of the item/equipment shall be treated as completed only on installation of the equipment on site/place as indicated in the purchase order and commissioning is done at the entire satisfaction of the authorized officer/ user scientist.
13. Elekta shall be responsible for making the spares available throughout the life of the equipment at the prescribed discounted rate as may be mutually agreed by the user and denial or non-supply of required spares shall render the Indian agent liable for liquidated damages under the contract.
14. The damages if occurred to the item/ equipment during transit up to its installation and commissioning shall be taken care by the supplier/ Indian agent either himself or through second party obligation by way of goods insurance to be arranged with a reputed goods insurance company preferably Indian company. In case an insurance policy taken from insurance company of foreign origin shall be the responsibility of the supplier/agent and no obligation will be there on the part of the purchaser and every step whatever is required to be taken shall be initiated and taken by the agent.  
The vendor has to arrange **insurance till installation and commissioning of the equipment.**
15. All essentials spares, consumables, labours and any other incidental costs required for delivering the equipment up to the site of installation and for the Startup of the equipment must be included in the commercial bid.
16. **Arbitration**  
If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitration which shall be appointed by the director, HBPCCL Purchase Cell and in case such person is not acceptable to the supplier, Director- HBPCCL Purchase Cell shall be the final and sole arbitrator who shall undertake the exercise of arbitration to resolve the dispute and such award as may be given by the Director-HBPCCL Purchase Cell, shall be final and binding on both the parties.  
In the event of failure to supply within the stipulated period, the purchaser reserves the right to levy liquidated damages @ 2% per month or part thereof for delayed supplies.  
The Vendor has to deliver the material at the Government Medical College and Cancer Hospital Aurangabad site at their own cost. Loading and unloading of materials till installation site is vendor responsibility at no extra cost to HBPCCL.
17. **Installation & Commissioning :-**
  - Installation & commissioning will be done free of cost by the vendor at designated site
  - As per tender terms vendor shall immediately coordinate with Engineer Dept. or the person nominated by the chief Engineer, GMC and Cancer Hospital, Aurangabad for the site preparation on receiving the purchase order

18. **Insurance**

Vendor to insure the equipment, fill the successful installation & Commission.

19. **Warranty :-**

3 years form the date of satisfactory installation and commissioning of the equipment  
CMC Charges: Rs. 63.99, 405.92/- Plus GST extra for 7 Years & From 6<sup>TH</sup> and 9<sup>TH</sup> year,  
CMC Includes up gradation of software service agreement

**CMC terms and conditions**

CMC includes the following:

- Labour and all new spare parts
- Periodical Preventive maintenance
- All Breakdown calls

8 years CMC for complete systems: Included 4 preventive maintenance year and all breakdown visits. All bought out items used in system should also be included in the warranty. CMC should include /upgrade cost, No separate software licence fee will be payable. (Should include QA QC annually as per AERB norms)

All the things that are supplied with the Equipement has to be incorporate in the CMC

All the spare parts are covered under CMC and there will be no exclusion from CMC

CMC Payment: At the each of each quarter

Clearance of Consignment: The consignment will be cleared by the vendor from the customs at their own cost. All the charges up to the delivery of consignment up to installation site (Govt.Cancer Hospital, Aurangabad) will be borne by the vendor. The necessary documents require for custom clearance will be provided by Govt.Cancer Hospital, Aurangabad. The Custom duty as applicable & at actual shall be paid by the vendor to the custom authorities during custom clearance of the importation. The Custom duty as applicable and at actual will be reimbursed by HBPCL (purchase Cell) on production of original B/E and TR6 Challan

**Connectivity :-**

All connectivity to future should be provided till CMC exists.

**Training of Staff**

1. Radiation Oncologist
2. Medical Physicist
3. Radiotherapy Technologist

In reputed institution abroad one person each for two weeks

**Uptime Guarantee :-** The supplier and /or its Indian agent will be required to give the guarantee towards the performance of the equipment during the warranty period and in case of comprehensive annual maintenance contract period for maintaining the equipment in good working condition for a period of least 300 days out a period of 365 days a year (i.e 95% uptime) 24X7. The ten hours non-functioning of the equipment or any part thereof will be considered as one day as one day down time. Total 3000 hours in a year will be considered as uptime guarantee. The equipment shall be fully functional as part of the uptime and if it is partly functional it shall be considered as downtime and deduction shall be made on Pro-rata basis i.e if the equipment is 70% functional 30 % downtime shall be applicable. The decision of the TMC management or its representative in determining the % of the downtime shall be final and binding. Essential period to shut down the installation entirely or partially shall be included in the down time while calculating the 95% guaranteed uptime i.e all features as per specifications in purchase order should be functional for uptime. The supplier / agent shall be required to pay a penalty Rs.10, 000/- per hour per machine excluding 150 hours permissible downtime. This rate shall increase commensurate with the rate increase of CMC. If the number of days downtime in each period of 365 days is more than the downtime permissible (which is to be calculated as defined above.) the delay for not bringing the equipment in functioning order in any

way, directly or even partially will be attributable to the firm. The bidder should provide the details of preventive maintenance to be undertaken through the year. Preventive maintenance to be done on holidays only. Preventive maintenance and breakdown will not be clubbed. The bills should be raised every month and will be paid at the end of every month only.

**CMC Charges:-** Rs. 63,99, 405/- Plus GST extra for 7 years & for 6<sup>TH</sup> year and 9<sup>TH</sup> year, CMC includes upgrade of software service agreement.

S.No.	Description	Amount
1	3rd Year	
2	4th Year	7,00,000.00
3	5th Year	7,35,000.00
4	6th Year	11,21,750.00
5	7th Year	8,10,337.50
6	8th Year	8,50,854.38.
7	9 <sup>th</sup> Year	12,43, 397.09
8	10 <sup>th</sup> Year	9,38,066.95
	<b>Total CMC Plus GST extra</b>	<b>63,99,405.00</b>

CMC Payment: At the end of each quarter  
The details for 2<sup>nd</sup> & 3<sup>rd</sup> Cobalt Source as follows:-

Sr.No	Description	Amount
1	2 <sup>nd</sup> Cobalt Source	USD 50,000.00
2	3 <sup>rd</sup> Cobalt Source	USD 50,000.00

Note:-

- 1) 2<sup>nd</sup> and 3<sup>rd</sup> Cobalt Source to be procured in the 5<sup>th</sup> year & 9<sup>th</sup> year respectively against the user Request
- 2) The Payment terms will remain as 100% LC
- 3) Consignment clearing will be the vendor's responsibility
- 4) Custom duty will be reimbursed against the submission of original documents.

**OUR BANKERS ARE:** CANARA BANK, Canara Bank, Branch-Parel (E)

Documents Required:-

1. Final Invoices (6 copies)
2. Packing list (2 copies)
3. Copies of shipment details
4. Copy of Certificate of insurance
5. PE declaration on current date

Advice Shipping details such as Airway bill/Bill of landing, Flight No.Vassel No. weight no of packages etc. at least 5 days prior to shipment on our emails: procurementcell@vaccinehaffkine.com & govt.cancerhospitalauragabad@gmail.com a set of non-negotiable copies of documents should be sent to the undersigned in advance.

Please note that if intimation received on or after arrival of consignment in such a case vendor will have to bear applicable penalty charges. This is as per the notification of Indian customs No26/2017-customs (N.T.) w.e.f. 01/04/2017 for not filling bill of entry on second day after arrival of consignment.

Import is covered under other than negative list of import policy 2015-2020

Copy to:

M/s Elekta Medical Systems India Pvt.ltd  
12<sup>th</sup> Floor, Vatika Professional Point, Sector 66,  
Golf Course Extension Road, Gurgaon,  
Haryana 122 001, India

मा. व्यवस्थापकीय संचालक यांच्या मान्य टिपणी नुसार

  
(Dr. R.M. Kumbhar)  
General Manager-1

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

### Consignee Details

M/s. Elekta Ltd.			
Delivery Period :- 206 ± 2 working days from the date of receipt of order			
PO Reference No:-4211/Haffkine/Procurement Cell/Tata P.O.Purchase /Cobalt HDR Brachytherapy/2020-21			
Date: 25/01/2024			
Sr. No.	Name of the Consignee	Address of the Consignee	Qty.
1.	Dean, Government Medical Collage and Cancer Hospital, Aurangabad	Near Aamkhas Maidan, Buddi Ln, Aurangabad, Maharashtra 431005	1 No.
Total:			1 No.

भा. व्यवस्थापकीय संचालक यांच्या मान्य टिपणी नुसार

  
( Dr. R. M. Kumbhar )  
General Manager-1

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(Procurement Cell), Mumbai.