

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

Phone No: 022- 24129320-23	Website : <a href="http://www.vaccinehaffkine.com">http://www.vaccinehaffkine.com</a>
Managing Director :022-24150628	E-mail% <a href="mailto:procurementcell@haffkinemumbai.com">procurementcell@haffkinemumbai.com</a>
General Manager (Procurement Cell): 022-24100478	
प्रशासकीय मंजूर - निधी - रु ११३.५९ कोटी	No: 553 / Haffkine/ Procurement Cell / E-3352/SU PM 013/ Hernia mesh fixation device, minimum 25 absorbable straps / DMER/2020-21, Date:- 27/11/2021

To,

M/s. Johnson & Johnson Private Limited  
A-1/50, Room No. 2, 100 Shed Area, G.I.D.C. ,  
Vapi Tal Pardi (Valsad), Valsad, Gujarat (India) -396195

**Sub.- Supply of Hernia mesh fixation device complete absorbable mesh fixation device with minimum 25 absorbable straps.**

**Ref: - 1. Tender No. E-3352/ Hernia mesh fixation device complete absorbable mesh fixation device with minimum 25 absorbable straps.**

**2. Sanction of Tender Approval Committee Meeting Dated : 22/10/2021**

**3. प्रशासकीय मान्यता - वैद्यकीय शिक्षण व औषधी द्रव्ये विभाग शासन निर्णय क्र. वैशिवि -**

**२०२० /प्र.क्र. २२७ / प्रशासन - २ मंत्रालय मुंबई ०३ नोव्हेंबर २०२०**

**प्रशासकीय मंजूर -निधी - रु ११३.५९ कोटी**

With reference to the tender cited under reference no 1 your online bid has been accepted. Accordingly 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 For DMER	Unit Rate including all taxes Rs.	Total Amount Rs. (Inclusive All Taxes)
1 (E-3352-47)	Hernia mesh fixation device complete absorbable mesh fixation device with minimum 25 absorbable straps. Minimum 25 absorbable straps. SU PM 013	Laparoscopic Hernia mesh Fixation device with minimum 25 ,completely absorbable mechanical fixation implants. Minimum 25 absorbable straps.	319	15398.95/-	49,12,265/-

**(Rupees :- Forty Nine Lakhs Twelve Thousand Two Hundred Sixty Five Rupees only)**

- Packing & Forwarding:** As Per Annexure C of Tender Document enclosed herewith & Forwarding Free on Road Destination. i.e. door delivery basis
- Delivery Period:** 90 days from the date of receipt of order by the supplier to the consignee attached.
- Quality Analysis:**
  - The Supplier/ manufacturer has to submit the item along with the requisite necessary Quality control certificates. The supplier has to submit additional documents / certificates regarding quality from approval/ recognized agencies like NABL/Govt. approved Lab.
  - The consignee pharmacy officer/incharge medical or surgical store should verify the Items as per it's specification and quality control certificates.
  - In case of any adverse events or quality issue noticed regarding the items, the same should be communicated to the Haffkine Procurement Cell and Directorate, DHS/DMER and further suitable necessary action should be taken accordingly.

4. **Risk purchase clause:** If the bidder fails to supply the stores within the stipulated delivery period inclusive of period with penalty, 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, unless otherwise properly satisfied by purchasing officer. The extra expenditure in such cases shall be recovered by Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd.(Procurement Cell), Mumbai from the Supplier inclusive of recovery by Revenue recovery procedure.
5. **Payment Terms :** 100 % Payment shall be paid on receipt & acceptance of stores 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. Bar-coding should be on boxes of Supplied item at Consignee level.
7. **Acceptance & Receipt:** In prescribed format enclosed .It should be submitted in Original Certificate copy to the purchasing authority along with triplicate copies of the Invoice.
8. **The Consignees upon Receipt of the material should issue acceptance certificate within 7 days of receipt of material in two copies.** One copy should handed over to Supplier and One Copy should be sent to **Haffkine Bio-Pharma** (Procurement Cell) By mail or email. (Email ID- procurementcell@haffkinemumbai.com)
9. **Invoice copies should be submitted triplicate consignee wise with one consolidated invoice.**
10. **Analysis Report ::** Manufactures should submit copy of Drugs analysis report to each consignee for each batch supplied with copy of the same along with invoice to Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd.(Procurement Cell), Mumbai.
11. **Delivery Challan –** Should be sent in the name of consignee in duplicate. It should specify Name of Drugs/ Mfg. by / Expiry Date / packing & quantity.  
**Invoice Copy –** Should be sent in triplicate on the Name of Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd.(Procurement Cell), Mumbai
12. **Other Terms ::** As per Tender terms & conditions  
**Fall Clause:** It is a condition of the contract that all through the currency there of, 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 rate 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 anable to ammend the contract rates for subsequent supplies.
13. You are requested to submit following within 15 days from receipt of this letter.
  1. Sign and submit the agreement attached herewith on Stamp paper.
  2. Submit the Bank Guarantee of Rs. 1,47,368.00/- (3% of total value) from Nationalized / Scheduled commercial bank in favor of Haffkine Bio-Pharmaceutical Corporation Ltd, Procurement Cell, Mumbai Validity of the Bank Guarantee should be minimum for the period 2 months from the date of expiry of warranty or expiry of medicine/item.
  3. Submit an amount of Rs. 73,684.00/-(1.5% of order value) in the following account.

Name of Account	Name of Branch account	No. of account	IFSC Code
HAFFKINE BCCL Procurement Cell CESS Account	Bank Of Maharashtra, Branch – Mumbai Parel	60381379835	MAHB0000079

**Invoice copies should be submitted triplicate consignee wise with one consolidated invoice.**

**Consignee :** As per list enclosed.  
**Mfg Licence No :** IMP/MD/2020/000167  
**Location of Factory :** M/s. Ethicon LLC, 475 C Street,  
 Los Frailes Industrial Park, Suite  
 401, Guaynabo, PR 00969,  
 Country: United States

या. व्यवस्थापकीय संचालक यांच्या प्रात्यक्षने व करिता

(Dr. Vijay Bawiskar)  
 General Manager

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

- Copy to:** 1) Commissioner of Health Services, Mumbai.  
2) Director of Health Services, Mumbai.  
3) Account Manager Haffkine Bio Pharmaceutical Corporation Limited  
Procurement Cell, Mumbai.  
4) Office File

**Copy to Consignee :** As Per List.

They should accept Drug as per order & entry of the stock is to be taken in stock register as well as in e-Aushadhi.

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

#### Annexure-C

#### SCHEDULE FOR PACKING OF DRUGS AND MEDICINES:

#### I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES GENERAL SPECIFICATIONS : All drugs should be packed & Supplied in Prescribed packing only & As per standard guide lines of FDA/ISI

1. No corrugate package should weigh more than 15 Kgs (i.e. product + inner carton + corrugated box)
2. All corrugated boxes should be of 'A' grade paper.i.e.Virgin.
3. All items should be packed only in first hand boxes only.
4. Flute - The corrugated boxes should be of narrow flute.
5. Joint - Every box should be preferably single joint and not more than two joints.
6. Stitching - Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
7. Flap - The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60 degree should not crack.
8. Tape - Every box should be sealed with gum tape running along the top and lower opening.
9. Carry strap - Every box should be strapped with two parallel nylon carry straps (they should intersect).
10. Label - Every corrugated box should carry a large outer label clearly indicating that the product is for **GOVERNMENT OF MAHARASHTRA NOT FOR SALE**"inreadable purple or Green colour.
11. The product label on the cartoon should be large at least 15 cms x 10 cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.
12. Other - No box should contain mixed products or mixed batches of the same product.
13. **Primary Package:** 10 Tablets/Capsules or multiples of 10 should be packed in an Aluminium strip / Aluminium – P V C blister pack

Aluminium strips : Thickness of Aluminium foil : 40 micron with LDPE 25 micron coating/heat seal lacquer  
PVC Film : Transparent, clear/amber, food grade, blister forming PVC film, Film gauge – 200 microns, P E coating : 25 microns, PVC coating : 60 gsm

Aluminium foil: Hard tempered Blister foil, VMCH coated, Thickness: 0.025 mm

**Secondary Package:** The strips should be packed in boxes for easy handling, transport and distribution. The box may contain 10 strips. It shall be fabricated from Mainboard/grey board/cardboard with minimum of bursting strength of 400 gsm

**Tertiary Package :** The boxes shall be packed in weather resistant triple walled insulated corrugated 5 ply cartoons, each ply having strength of minimum 150 gsm It should be fabricated from virgin quality 'A'

grade material . The overall dimension of the cartoon should be such that the product does not get damaged during transportation and storage.

Each international shipping carton should weigh less than 50 kg. It is important that individual boxes are not too heavy during transport as they are frequently loaded and offloaded manually at airports and intermediate stores

**Bar-coding: --Bar-coding should be on secondary & Tertiary packing only.**

**IV. Case Identification**

All cases should prominently indicate the following

1. Purchaser's line and code numbers
2. The generic name of the product
3. The dosage form (tablet, ampoule, syrup)
4. Date of manufacture and expiry (month and year) (in clear language not code)
5. Expiration dt.( Month & year )
6. Batch number
7. Quantity per case (Carton containing ----- secondary packages)
8. Special instructions for storage and handling
9. Name and address of manufacture
10. Any additional cautionary statements.

**V. Marking:**

Each packing shall be marked with nomenclature of the Item and shall be labelled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 or relevant standards as applicable

**Barcode Guidelines (As per Annexure C in Tender Document)**

- 1) In light of registration with GS1 India for barcoding, supplier should submit valid GCP (Global Company Prefix) to DHS which is issued by GS1 India within 7 working days of receipt of order with supporting document. For registering with GS1 India, please contact Mr. Pramod Chaudhari on Mob.- 9881157771 (email- [pramod@gs1india.org](mailto:pramod@gs1india.org) )
- 2) Master Data of all the products as per order needs to be submitted/ emailed to GS1 India in the prescribed format (Annexure- A) within 15 days of receiving order. The Master Data needs to be sent to [shweta@gs1india.org](mailto:shweta@gs1india.org)
- 3) Master Data needs to be validated through GS1 India within a week of its submission
- 4) 1 Tertiary label of each SKU and 2 secondary labels of any SKUs need to be sent to GS1 India Delhi office within 15 days of validation of Master Data along with verification charges for barcode verification. Feedback will be provided by GS1 India to supplier's maximum within 15 days to make necessary corrections as required. GS1 India Delhi office address:

**Shweta Shinde (Executive- Technical Services)**

**GS1 India 1403, 14<sup>th</sup> Floor Parinee Crescenzo, Building BKC Complex, Bandra (E),**

**Opp MCA Club Mumbai-400051 , Maharashtra**

- 5) The passed verification report for all the labels as mentioned above needs to be submitted to DHS before supply of medicines and consumables.

Note: In case of urgent supplies, contact GS1 India with delivery dates after approval from DHS. The same will be prioritized as per requirement.

Cost of verification:

Description	Verification Charges
1 tertiary Label	INR 1180
1 secondary Label	INR 1180

- 6) If your company failed to provide barcode on packaging then additional 5% amount on total billing amount will be deducted from your payment

**CONTRACT FORM**

THIS AGREEMENT made the .....day of....., 200... Between..... (Name of purchaser) of..... (Country of Purchaser) (Hereinafter "the Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz. (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Price List submitted by the Supplier;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sr. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

Said..... (For the Supplier)

In the presence of...

**SECURITY DEPOSIT FORM**

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, 200.... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....200.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....200....

Address.....

.....

## Consignee list for Requirement 2020-2021

Hernia mesh fixation device complete absorbable mesh fixation device with minimum 25 absorbable straps. Minimum 25 absorbable straps.

### M/s. Johnson & Johnson Private Limited

**Delivery Period**

**90 Days From Receipt Of Order**

**PO Reference No.**

No. 5531 /Haffkine/Procurement Cell/E-3352/ Hernia mesh fixation device complete absorbable mesh fixation device with minimum 25 absorbable straps. /DMER/2020-21, Date: 27/11/2021

Sr. No.	Name of Medical college/Hospital	Name of Medical Hospital	Quantity	Grant Total
1	Mumbai J J Hosp	Sir J.J. Hospital , Mumbai	247	247
2	Mumbai G T Hosp	G. T. Hospital , Mumbai	23	23
3	Solapur SCSMSR	CSM GMC , Solapur	6	6
4	Nagpur GMC	GMC & Hospital , Nagpur	19	19
5	Nagpur IGMC	IGMC & Hospital , Nagpur	16	16
6	Dhule SR	General Hospital, Dhule	8	8
<b>Total</b>			<b>319</b>	<b>319</b>

या. व्यवस्थापकीय संचालक यांच्या मान्यतेने व करिता

*Bawiskar*

(Dr. Vijay Bawiskar)

General Manager

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