

**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****दि: १८.०३.२०२१ प्रशासकीय मंजूर निधी १५,००,०००/-  
(जिल्हा वार्षिक योजना २०२०-२१) (Qty.- 01)****Website : http://www.vaccinehaffkine.com****E-mail: procurementcell@vaccinehaffkine.com****No.: 7571 /Haffkine/Procurement Cell/E-3856/  
Cablator with Tonsil/Edenoid/Laryngeal Wand/  
2022-23.****Date: 19/09/22****To,****M/s. Smith and Nephew Healthcare Pvt. Ltd.,**

501-509, B Wing, Dynasty Business Park,

Andheri Kurla Rd, Andheri East, Mumbai - 400059.

Contact No. 9341282625.

**E-Mail: [sadashiv.poojary@smith-nephew.com](mailto:sadashiv.poojary@smith-nephew.com)****Subject : Supply Order for Tender No. E-3856/Cablator with Tonsil/Edenoid/Laryngeal Wand.****Reference: 1. Tender No. E-3856/HBPCL/PC/Cablator with Tonsil/Edenoid/Laryngeal Wand/ 2021-22.****2. शासननिर्णय, क्रमांक - सेजॉरु -२०२१/प्र.क्र.१०४/प्रशा-१  
दिनांक : १८ मार्च, २०२१.****3. Sanction of Tender Approval Committee Meeting No. 162  
Date : 04.08.2022.**

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	Cablator with Tonsil/Edenoid/Laryngeal Wand Make : Smith and Nephew Model : Coblator II	As per Annexure X	01	12,86,544/-	12,86,544/-

**Total amount in words: Rupees Twelve Lakh Eighty Six Thousand Five Hundred Fourty Four Only.****Factory Location: ArthroCare Corporation, 7000 W William Cannon Dr. Austin, TX USA78735.**

- 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 **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 **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.
- 10 **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.