

**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. 1491 /Haffkine/Procurement Cell/E- 2709/
Appointment of Agency for providing Workforce
2020-2021****Date:- 04. 02.2021****To,**

M/s. Shreesant Gadgebaba Maharaj Berojgar Sanstha.,
Head office Maharashtra nagari, jeevan-jyoti hospital,
Near deshमुख classes, kalewadi phata,
Rahatni, Pune 17, office Gulabnagar, Dapodi, Pune- 411 012.
Email :- sa87497@gmail.com

Sub :- Deployment of Biomedical Engineers in Haffkine Bio Pharmaceuticals Corporation Ltd. (Procurement Cell) , Mumbai.

Ref: - 1) Tender No. 2709 /HBPC L/PC/ Appointment of Agency for providing Workforce /2020-21 .

2) प्रशासकीय मान्यता क्र. हाखक -२०१८/ प्र.क्र. ७१/ १८/ औषधे.१ वैद्यकीय शिक्षण व औषधी द्रव्ये विभाग [दिनांक - २१ फेब्रुवारी २०१९

With reference to above mentioned tender your online bid has been accepted. Accordingly you are instructed to deploy required workforce as per the details mentioned in the table below. Period will be from. **Date:- 15: 02 : 21 to : 30 : 11 : 21**

Sr No.	Name of Post	No of Post	Cost per post (Per Month Including GST)	Total Cost (Per Month Including GST)	Place of deployment workforce
1	Biomedical Engineers	10	24224.00/-	2,42,240/-	Haffkine Bio Pharmaceuticals Corporation Ltd. (Procurement Cell)
(Rupees: Two Lakh Forty Two Thousand Two Hundred Forty Only) Per Month				2,42,240/-	

TERMS & CONDITIONS:-

- EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- The EMD shall be forfeited:
 - If tenderer fails to accept the purchase order.
 - If a tenderer withdraws its tender during the period of bid validity as a specified in the Tender.
 - In case of a Successful Tender, if the tenderer fails:
 - To sign the contract in accordance with terms and conditions or.
 - To furnish security deposit as per tender clause 15.
- The rates mentioned above will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.
- The tenderer have to deploy required number/strength of staff within 30 days from the date of supply order.

5. It is binding upon tenderer to change any staff if required by the purchaser.
6. If the tenderer wishes to change any staff, it is binding to the tenderer to obtain prior consent of purchaser.
7. The tenderer will be bound to change the strength of staff as per the requirement of the purchaser.
8. The monthly attendance sheet of the staff will be sent to tenderer at the end of the month and accordingly tenderer will submit monthly bill which will be paid within 10 days.
9. If at any time during the period of contract, the price of tendered appointment is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
10. In case of any enhancement in government taxes, levies or duties because of any statutory Act of the Govt. after the date of submission of tenderer and during the tender period, the quantum of additional taxes, levies or duties so levied will be allowed to be charged extra as separate item without any change in price structure approved under the tender. For claiming the additional cost on account of the increase in taxes, levies or duties on the appointments supplied of the Purchaser and can also claim the same in the invoice.
11. The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after end of contract period and enter into Contract Agreement as per the stamp Act on non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer.
12. The Security Deposit should be in the form Bank Guarantee in favour of the 'The Managing Director, Haffkine Bio Pharmaceuticals Corporation Ltd. (Purchase Cell), Mumbai' payable at Mumbai from any Nationalized or scheduled bank (Annexure-7).
13. The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.
14. The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or any event as the Purchaser thinks fit and proper.
15. The Purchaser reserves the right to increase or decrease the number of appointments and also reserves the right to cancel or revise or any of the whole tender or any part of tender without giving any reasons thereto with no cost to the Purchaser.
16. The period of contract shall be one year from the date of execution of the contract and will automatically get dissolved after the said period unless renewed by purchaser.
17. If the Supplier fails to commence services as scheduled or to deliver the services ordered to him within the period stipulated in the contract, it shall be at the discretion of the purchaser either
 - (a) to extend the period (b) to cancel the contract in whole or in part for the balance without any show cause notice. In the event of extension, liquidated damages @ 0.07% per day, will be applicable for services not rendered. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of supplier. In addition to the action above, the purchaser may debar the defaulting supplier from future orders, for a maximum period of 3 years. In any case the supplier will be liable for cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied services against any orders with the purchaser or his authorized consultants / agents.

18. Force Majeure:

- i. For purpose of this Clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include, but are not limited to acts of the Purchaser either its sovereign or contractual capacity, wars revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- j. If a Force Majeure situation arises at any time during the subsistence of contact, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- k. Force Majeure will be accepted on adequate proof thereof.
 1. If contingency continues beyond 30 days, both parties will mutually discuss and decide the course action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on pro-rata basis.
19. The pay of the staff provided will be responsibility of the agency and Haffkine Bio Pharmaceuticals Corporation Ltd. (Purchase Cell) is in no way responsible for the same. No staff should be added or removed without consent of the purchaser. The duties / taxes / levies for e.g. PF, Insurance, Leave etc. will be the responsibility of the tenderer.
20. **Working Hours:** Daily working hours and holidays will be as per rules of the government of Maharashtra. No extra payment will be given to the agency if candidate is called to work on a holiday. A compensatory holiday will be given.
21. **Performance Security & Contract Agreement :** Bidder should submit Security deposit within 7 days from date of receipt of order for an amount of **3% i.e. Rs.7,267/-** of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on non-judicial stamp paper of requisite value. The Security Deposit should be in the form of Bank Guarantee in favour of the 'Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai,' payable at Mumbai from any Nationalized or scheduled bank **of tender document enclosed herewith.**

If Bidder fails to submit performance security & contract agreement within stipulated period order will stand cancelled & action against bidder will be taken as per rule.
22. The maximum charges which will be paid to Agency for providing workforce shall be 5% of rates quoted per candidate and the remaining minimum 95% of the quoted amount per month must be paid to candidate working with the procurement cell through his bank Account every month.


(Dr. R.M. Kumbhar)

General Manager -1

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

Copy to

1. Personal Assistant to Principal Seceratory, Department of public Health, New Mantralaya, Mumbai- 400 001
2. Personal Assistant to Secretary, Department of Medical Education & Drugs, New Mantralaya, Mumbai-400 001
3. Director, Health Services, Mumbai- 400 001
4. Director, Medical Education & Research , Mumbai- 400 001
5. Manager (Account), Haffkine Bio-Pharmaceutical Corporation Limited Procurement cell, Mumbai.
6. Office File.

CONTRACT FORM

THIS AGREEMENT made theday 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 theday of.....200.....

Signature and Seal of Guarantors

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Date.....200....

Address.....

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