



**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](mailto:procurementcell@vaccinehaffkine.com)

No.: **7966** /Haffkine/Procurement Cell/Tata P. O.  
Purchase order No.2371000120110/CT Simulator  
System/2023-24  
Date: **12.03.2024**

TO,  
M/s Siemens Healthcare GMBH.  
Henkestr 127,  
D-91502, Erlangen,  
Germany  
E- mail:- [yamini.ameta@siemens-healthineers.com](mailto:yamini.ameta@siemens-healthineers.com)

**Subject: Supply Order for CT Simulator System**

- Reference:**
1. Sanction of Tender Approval Committee Meeting Date 28.12.2023
  2. Tata Memorial Hospital, Mumbai Purchase Order No. 2371000120110 dated 01/11/2023
  3. शा.नि.क्र.:सीएचए-२०२०/प्र.क्र.२१/प्रशा-१ दि.३०.१०.२०२३

With reference to the tender cited under reference no 1 & 2, 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 (DMER)	Unit Rate inclusive of all Charges/Taxes (in \$)	Total Amount
1	CT Simulator System Model: Somatom Go sim Make :Siemens Healthcare GMBH, Germany	As per Annexure I	1 no	\$ 5,44,000/-	\$ 5,44,000/-

**Total amount in words: Dollar Five Hundred Forty Four Thousand only**

1. **Forwarding:** Forwarding Free on Road Destination. I.e. door delivery basis.
2. **Delivery Period:** 136 ± 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.
3. **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** : 100% Irrevocable Unconfirmed LC 90% against dispatch of documents and balance 10% after Installation and submitted of 10% PBG on total PO value in INR for the period of 27 months from the date of installation.
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:** part Supply will not be accepted. 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. HSN and GST number must be mentioned on Challan/invoice.
8. **Invoice Copy** - Should be sent in triplicate on the Name of Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai, along with Invoice, AWB/Bill of Entry/Landing, CAN Submitted to this office.

**Scope of Supply for CT Simulator System:- Qty 1 No**

Model: - Somatom Go sim, Make: - Siemens Healthcare GMBH, Germany

Sr.No	Product Description	Qty	HSN Code
1.	SOMATOM go.Sim	1	90221200
2	Identifier SRS	1	
3	Advance plan information	1	
4	Syngo CT VA40	1	
5	RT Standard Package	1	
6	2 <sup>nd</sup> Control-room Monitor	1	
7	Scan & GO wireless edition ready	1	
8	227 Kg Patient Table RT	1	
9	227 Kg Multi-index RTP Overlay	1	
10	iMAR	1	
11	Respiratory Motion Management Lite	1	
12	Varian RGSC interface	1	
13	Varian RGSC VCD Holder	1	
14	Twin Spiral Dual Energy	1	
15	Computer Desk 1200 mm	1	

Note:- Any downward trend in above mentioned scope will not be accepted in comparison with original Technical Specification

9. **Warranty:** -  
2 years form the date of satisfactory installation and commissioning of the equipment with user certification.

10. **CMC Charges:**

CMC Charges of Rs. 4,10,27,718.54 Inclusive of 18% GST for 8 years after warranty period

S.No.	Description	CMC Charges in RS.
1	1 <sup>ST</sup> Year CMC Charges after warranty Period	39,00,000.00
2	2 <sup>ND</sup> Year	40,20,000.00
3	3 <sup>RD</sup> Year	41,43,600.00

4	4th Year	42,70,908.00
5	5th Year	44,02,035.00
6	6th Year	45,37,096.00
7	7th Year	46,76,209.00
8	8 <sup>th</sup> Year	48,19,405.00
9	Total CMC Charges	3,47,69,253.00
10	Add: 18% GST	62,58,465.54
	<b>Total CMC Charges Inclusive GST</b>	<b>4,10,27,718.54</b>

The CMC work order will be raised from Biomedical Engineering after completion of warranty. The payment of CMC will be as per the terms mentioned in work order.

#### **11. Insurance**

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

#### **12. Installation & Commissioning: -**

- Installation & commissioning will be done free of cost by the vendor at designated site.
- The Vendor shall provide any updates/upgrades free of cost from time to time
- Unpacking and shifting the consignment to the installation site is to be included in the scope of supply. M/s Siemens Healthcare Pvt.Ltd. should take responsibility to lift/shift the consignment from the unloading site to the installation site. Additional manpower if needed for shifting/lifting etc. M/s Siemens Healthcare Pvt. Ltd. has to arrange for the same at no cost to HBPCL. Purchase Cell, Mumbai.

#### **13. 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) 510K certification/CE/ICMED/ISO13485/BIS

All the things that are supplied with the Equipment has to e 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

The CMC work order will be raised from Biomedical Engineer or technical person after completion of warranty. The payment of CMC will be as per terms mentioned in work order.

#### **Connectivity: -**

All connectivity to future should be provided till CMC exists.

#### **Training of Staff**

**Onsite Training Should be provided to the following Staff.**

1. Radiation Oncologist
2. Medical Physicist
3. Radiotherapy Technologist
4. Service Training to be provided to Biomedical Engineers.

Special Instructions: - 1) Weight, dimensions and contents of each box must be clearly identified in package list

2) It is preferable that goods arrive to destination with flights that arrive in the morning and also at beginning of the week. This will enable us to clear the

consignment immediately.

Instruction: - Please confirm the delivery site readiness before the delivery of the equipment

**14. Uptime Guarantee:** - The supplier and /or its Indian agent will be required to maintain the equipment and all its bought out items (including software updates and various licences) used for the functionality of the system in good working condition during the warranty CMC period with 96% uptime guarantee. equipment shall be fully functional to be considered as the uptime. In case of partly functionality. The proportion of functionally shall be determined and downtime shall be adjusted by such proportion. (i.e. if the equipment is 70% functional 30% downtime shall be acceptable) In cases where it is not possible to defiantly determine the proportion of functionality. The downtime shall be considering as 100% The decision of the The decision of the GMC and Cancer Hospital, Aurangabad management or its representative in determining the % of the downtime shall be final and binding. Essential period to shut down the equipment entirely or partially during warranty/CMC period shall also be included in the downtime while calculating the guarantee uptime i.e. all features as per specifications in purchase order should be functional for uptime. The penalty applicable for downtime shall be calculate on an hourly basis and will be at the rate of 0.004% per hour (0.1% per day) of the total cost of the equipment (excluding works), during and up to the period of warranty CMC. There shall be permissible down time of 360 hours per year, beyond which the down time penalty will be acceptable. However, in case of the downtime exceeding seven days (i.e. 168 hrs) at a stretch, he downtime beyond these 168 hrs will be considered for calculation of downtime penalty. The levy of this penalty shall be at the discretion of Dean GMC and Cancer Hospital, Aurangabad irrespective. Of the overall up time of the equipment throughout the period of the warranty or CMC. This clause is to ensure maximum uninterrupted service to patients and hence Dean GMC and Cancer Hospital, Aurangabad decision in enforcing/invoking this clause will be final and binding for all, For CMC, W.O. issued by HBPCL, Procurement Cell shall be final as per D.A.E. Norms. HBPCL, Procurement Cell, GMC and Cancer Hospital, Aurangabad & its units shall not sign separate legal contract as per vendor format.

#### **15. 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.

As per the tender terms M/s Siemens Healthcare Pvt.Ltd project team shall immediately coordinate with concerned person for the site preparation on receiving the purchase order.

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.

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.

M/s. Siemens Healthcare Pvt. Ltd 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.

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.

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, HBPCL Purchase Cell and in case such person is not acceptable to the supplier, Director- HBPCL 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-HBPCL Purchase Cell, shall be final and binding on both the parties.

The Vendor has to deliver the material at the below mentioned delivery site at their own cost.

**17. 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/HBPCL, PURCHASE CELL, MUMBAI 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.

**Delivery Address: -**

Government Medical College and Cancer Hospital  
Buddi Lane, Near Aamkhas Maidan, Naralibag Aurangabad,  
Maharashtra- 431005

**18. Mandatory to mentioned below details on Airway Bill/Bill of Landing and will be provided.**

- HBPCL, Purchase Cell GSTIN Registration No. 27MUMH17598A1D4
- IEC Code: -
- E- Mail ID: - [procurementcell@haffkinemumbai.com](mailto:procurementcell@haffkinemumbai.com)
- Purchase order No./LC/

**OUR BANKERS ARE:** Bank of Maharashtra 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

Provide Advice shipping details such as airway bill/bill of landing, flight no./vessel no. weight no. of packages etc at least 5 days prior to shipment on our e mail [procurementcell@haffkinemumbai.com](mailto:procurementcell@haffkinemumbai.com) A set of non-negotiable copies of documents should be sent to the undersigned in advice.

Please note that in intimation received on or after arrival of consignment in such case vendor will have to bear applicable penalty charges. This is as per the notification of Indian Customs No. 26/2017 –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 Siemens Healthcare Pvt. Ltd.  
9th Floor, North wing Godrej One,  
Eastern Express Highway, Pirojshangar,  
Vikhroli East, Mumbai City,  
Maharashtra- 400079  
Name:- Yamini Ameta

Tel- 8454808557

E- mail:- yamini.ameta@siemens-healthineers.com

या. व्यवस्थापकीय संचालक यांच्या मान्यतेने व करिता

General Manager

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

**Copy to:**

- 1) Commissioner Health Services, Mumbai.
- 2) Director of Medical Education & Research.
- 3) Account Manager, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai.
- 4) Office File.
- 5) Dean, Government Medical College and Cancer Hospital, Aurangabad: - As per Tata PO Purchase above order no The User Institution should get the Comprehensive Maintenance Contract done as per above CMC details for 8 Years after warranty period.
- 6) **Copy Submitted to:** 1) Secretary, Medical Education & Drug Department, Mantralaya, and Mumbai

**Consignee Details.**

M/s Siemens Healthcare GMBH. CT Simulator System Model: Somatom Go sim Make :Siemens Healthcare GMBH, Germany			
<b>Delivery Period :-</b> 136 ± 2 working days from the date of receipt of order			
<b>PO Reference No:-</b> 7966 /Haffkine/Procurement Cell /Tata P. O. Purchase order No. 2371000120110/ CT Simulator System /2023-24 Date:- 12.03.2024			
Sr. No.	Name of the Consignee	Address of the Consignee	Qty.
1.	Dean, Government Medical College and Cancer Hospital, Aurangabad	Buddi Lane, Near Aamkhas Maidan, Naralibag Aurangabad, Maharashtra- 431005	1 No
<b>Total:</b>			<b>1 Nos</b>

या. व्यवस्थापकीय संचालक यांच्या मान्यतेने व करिता

General Manager

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