



Maharashtra Medical Goods Procurement Authority

A Maharashtra Government Authority

Office- 9st Floor, Aarogya Bhawan, Commissionerate of Health Services, Mumbai, D^o Mello Road,
St. Georges Hospital Compound, Mumbai 411001

Contact Number- 022-22611471, 022-22717500 E-mail - maha.mmgsa2023@gmail.com

Order No. **60** /MMGPA/Medicine & Material Section/2023, Dated **31** /10/2023

To,
M/s. FRESINIUS KABI INDIA PVT LTD
9TH FLOOR, A P 81, S No 83, North Main Road
Near Hard Rock Café
Mundhwa Pune 411036
Email: anirbanghosh@freseniuskabi.com

Subject: - Supply of IV Ringer Lactate 500ml

- Reference: - (1) Special Permission from Executive Committee, Maharashtra as per Minutes of Meeting Dated 3.10.2023
(2) ESIC Rate Contract No.145C, Valid up to 31.10.2023
(3) Budget Source: NHM, PIP 2023-24 (Sr. No.4),
(3) Sanction of Tender Approval Committee, Meeting Dated 23.10.2023

With reference to the special permission granted under above reference no.1, you have been awarded for the supply of following medicinal product as per valid ESIC Rate Contract w.r.t. reference 2. Accordingly you are requested to supply the following goods to the consignees as per details mentioned below. (Consignee List enclosed separately with this order).

Rate Contract Number & Item No.	Name of the item	Specification of item	Quantity (DHS)	Unit Rate with GST	Total Amount including
145 C (2021-2023) 1726	IV Ringer lactate 500ml	Ringer Lactate Inj. Each to contain: Ringer Lactate 500ml Self Collapsible IV Fluid PVC Bag	48,000	50.16	2,40,79,104/-
Total Amount In Words- Two Core Forty Lakhs Seventy Nine Thousand One Hundred and Four Rupees Only.					

- Packing & Forwarding:** Packing as Per ESIC Rate Contract Terms & Conditions, & Forwarding Free on Road Destination. i.e. door delivery basis
- Delivery Period:** 6 weeks from the date of receipt of order by the supplier to the consignee attached.
- 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 Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Aarogya Bhawan, St. George's Hospital Compound, Mumbai from the Supplier inclusive of recovery by Revenue recovery procedure.
- Payment Terms:** 100 % Payment shall be paid on receipt & acceptance of stores in good conditions by the consignee

5. **Labeling:** The word "For use of GOVERNMENT OF MAHARASHTRA NOT FOR SALE" should be printed on each unit pack in readable Purple or Green Colors. Bar-coding should be on boxes of Supplied item at Consignee level.
6. **SHELF LIFE** of the supplied drug should not be less than $\frac{3}{4}$ of total shelf life at the time of delivery to the consignee.
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 handover to Supplier and One Copy should be sent Maharashtra Medical Goods Procurement Authority, Aarogya Bhawan St. George's Hospital Compound, Mumbai by mail or email. (Email ID- maha.mmga2023@gmail.com)
9. **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 Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Aarogya Bhawan St. George's Hospital Compound, Mumbai
10. **Delivery Challan** – Should be sent in the name of consignee in duplicate. It should specify Name of Drugs/ Mfg. by / Expiry Date / packing & quantity.
11. **Invoice Copy** – Should be sent in triplicate on the Name of Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Aarogya Bhawan St. George's Hospital Compound, Mumbai.
Other Terms: As per ESIC Rate Contract's terms & conditions will be applicable.
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 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 enable to amend the contract rates for subsequent supplies.
12. 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.
13. Submit the Bank Guarantee/ Demand Draft/ Pay Order of **Rs.7,22,373/- (3% of the total value of order)** from Nationalized /Scheduled commercial bank in favor of Maharashtra Medical Goods Procurement Authority, Aarogya Bhawan St. George's Hospital Compound, Mumbai Validity of the Bank Guarantee/ Demand Draft/ Pay Order should be minimum next 2 months from the date of expiry of warranty or expiry of medicine/item.

Name of Account	Name of Branch Account	No. of account	IFSC Code
Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai	Canara Bank, Nariman Point Branch, Mumbai	120024122310	CNRB0015037

Consignee : As per list enclosed.


(Dr. Umesh Shirodkar)
General Manager (Technical)
Maharashtra Medical Goods Procurement Authority
Mumbai

Copy to: 1) Commissioner of Health Services, Mumbai
 2) Director of Health Services, Mumbai
 3) Chief Accounts and Finance Officer, Medical Goods Procurement Authority, Mumbai
 4) Addl. Director of Health Services (SFWB) Pune
 5) Joint Director of Health Services (Procurement Cell) Mumbai
 6) Office File

Copy to Consignee(s):

They should accept Drugs as per order & entry of the said stock is to be taken in stock register as well as in e-Aushadhi system immediately within 24hrs of delivery.

Copy Submitted to: 1) Addl. Chief Secretary, Public Health Department, Mantralaya, Mumbai
 2) Secretary-2, Public Health Department, Mantralaya, Mumbai

CONTRACT FORM

THIS AGREEMENT made theday of....., 2023... 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:

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 guidelines 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 "in readable purple or Green colour.**
11. The product label on the cartoon should be large at least 15 cms * 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 Aluminum 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, Capsule, Ampoule, Syrup, Vial)
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

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

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.....202.....

Signature and Seal of Guarantors

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

Date.....202.....

Address.....

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60 Fresenius Kabi DHTs

Name of Item: Ringer Lactate IV 500 ml Bottle											
PO Reference No.60/ MMGPA/Medicines & Material Section/2023, Dated 31.10.2023											
Sr. No.	District Name	Consignee Quantity		TOTAL QUANTITY	Sr. No.	Municipal Corporation	TOTAL QUANTITY	Sr. No.	Government Medical College & Hospital	TOTAL QUANTITY	
		CS	DHO								
1	Thane	2640	1500	4140	1	Bruhammumbai	0	1	Cama & Albes Hospital, Mumbai	0	
2	Palghar	4140	1800	5940	2	Thane	1800	2	Grant Medical & Sir J J Hospital, Mumbai	0	
3	Raigad	4750	2200	6950	3	Bhiwandi	0	3	St. Georges Hospital Mumbai	0	
4	Nashik	8800	3500	12300	4	Kalvan Dombivali	3600	4	T N Medical & B Y L Nair Hospital, Mumbai	0	
5	Dhule	1760	7220	8980	5	Mira Bhavandar	400	5	Sion Hospital, Mumbai	0	
6	Jalgaon	1940	8000	9940	6	Navi Mumbai	18000	6	K E M Hospital, Mumbai	0	
7	Nandurbar	2110	11500	13610	7	Vasai Virar	3200	7	Dr Rustom Narsi Cooper Hospital, Mumbai	0	
8	Ahmednagar	2610	3500	6110	8	Ulhasnagar	50	8	GMC & Hospital, Akola	5300	
9	Pune	4250	600	4850	9	Nashik	400	9	GMC & Hospital, Dhule	4400	
10	Satara	2800	2000	4800	10	Malegaon	2700	10	GMC & Hospital, Kolhapur	12000	
11	Solapur	3520	2800	6320	11	Dhule	50	11	GMC & Hospital, Latur	8800	
12	Kolhapur	5280	3900	9180	12	Jalgaon	0	12	GMC & Hospital, Nagpur	9000	
13	Sangli	1060	1100	2160	13	Ahmednagar	7100	13	IGMC & Hospital, Sangli	1800	
14	Ratnagiri	2990	880	3870	14	Pune	1000	14	GMC & Hospital, Solapur	5300	
15	Sindhudurg	4400	1800	6200	15	Pimpri Chinchwad	1800	15	GMC & Hospital, Solapur	10500	
16	Aurangabad	6160	1800	7960	16	Solapur	7000	16	BJMC & Sassoon General Hospital, Pune	9000	
17	Jalna	3870	5600	9470	17	Kolhapur	1500	17	Rajiv Gandhi Medical College, Thane	0	
18	Parbhani	13200	22000	35200	18	Sangli	100	18	GMC & Hospital, Aurangabad	8800	
19	Hingoli	7040	880	7920	19	Aurangabad	400	19	GMC Jalgaon	2700	
20	Latur	11530	2740	14230	20	Parbhani	0	20	GMC Chandrapur	0	
21	Beed	15840	880	16720	21	Latur	0	21	BGW Hospital Gondia	3500	
22	Osmanabad	14080	1800	15880	22	Nanded	600	22	GMC & Hospital, Ambejogai, Beed	7000	
23	Nanded	5280	11000	16280	23	Akola	0	23	GMC & Hospital, Nanded	7000	
24	Akola	7040	2800	9840	24	Amravati	50	24	GMC & Hospital, Miraj	1800	
25	Washim	2640	2700	5340	25	Nagpur	0	25	GMC & Hospital, Yavatmal	4500	
26	Amravati	9330	5000	14330	26	Chandrapur	0				
27	Buldhana	2640	1900	4540	27	Panvel	2700				
28	Yavatmal	3520	1200	4720		Total Quantity	52450				
29	Nagpur	14080	4000	18080							
30	Wardha	1760	5300	7060							
31	Gadchiroli	7920	3900	11820							
32	Gondia	570	1100	1670							
33	Chandrapur	4220	2700	6920							
34	Bhandara	9680	1800	11480							
35	Deolali Cantonment	790	0	790							
36	Ahmednagar Cantonment	350	0	350							
37	Dehu Road Cantonment	110	0	110							
38	Aurangabad Cantonment	90	0	90							
Total Quantity				194790	131360	326150	Grand Total Quantity				480000


 (Dr. Umesh Shirodkar)
 General Manager (Technical)
 Maharashtra Medical Goods Procurement Authority, Mumbai

Name of Item: Ringer Lactate IV 500 ml Bottle													
PO Reference No 60/ MMGPA/Medicines & Material Section/2023, Dated 31.10.2023													
Sr. No.	District Name	Consignee Quantity		TOTAL QUANTITY	Sr. No.	Municipal Corporation	TOTAL QUANTITY	Sr. No.	Government Medical College & Hospital	TOTAL QUANTITY			
		CS	DHO										
1	Thane	2640	1500	4140	1	Bruhanmumbai	0	1	Cama & Albes Hospital, Mumbai	0			
2	Palghar	4140	1800	5940	2	Thane	1800	2	Grant Medical & Sir J J Hospital, Mumbai	0			
3	Raigad	4750	2200	6950	3	Bhiwandi	0	3	St. Georges Hospital Mumbai	0			
4	Nashik	8800	3500	12300	4	Kalyan Dombivali	3600	4	T N Medical & B Y L. Nair Hospital, Mumbai	0			
5	Dhule	1760	7220	8980	5	Mira Bhayandar	400	5	Sion Hospital, Mumbai	0			
6	Jalgaon	1940	8000	9940	6	Navi Mumbai	18000	6	K E M Hospital, Mumbai	0			
7	Nandurbar	2110	11500	13610	7	Vasai Virar	3200	7	Dr Rustom Narsi Cooper Hospital, Mumbai	0			
8	Ahmednagar	2610	3500	6110	8	Ulhasnagar	50	8	GMC & Hospital, Akola	5300			
9	Pune	4250	600	4850	9	Nashik	400	9	GMC & Hospital, Dhule	4400			
10	Satara	2800	2000	4800	10	Malegaon	2700	10	GMC & Hospital, Kolhapur	12000			
11	Solapur	3520	2800	6320	11	Dhule	50	11	GMC & Hospital, Latur	8800			
12	Kolhapur	5280	3900	9180	12	Jalgaon	0	12	GMC & Hospital, Nagpur	9000			
13	Sangli	1060	1100	2160	13	Ahmednagar	7100	13	IGMC & Hospital, Nagpur	1800			
14	Ratnagiri	2990	880	3870	14	Pune	1000	14	GMC & Hospital, Sangli	5300			
15	Sindhudurg	4400	1800	6200	15	Pimpri Chinchwad	1800	15	GMC & Hospital, Solapur	10500			
16	Aurangabad	6160	1800	7960	16	Solapur	7000	16	BIMC & Sasoon General Hospital, Pune	9000			
17	Jalna	3870	5600	9470	17	Kolhapur	1500	17	Rajiv Gandhi Medical College, Thane	0			
18	Parbhani	13200	22000	35200	18	Sangli	100	18	GMC & Hospital, Aurangabad	8800			
19	Hingoli	7040	880	7920	19	Aurangabad	400	19	GMC Jalgaon	2700			
20	Latur	11530	2700	14230	20	Parbhani	0	20	GMC Chandrapur	0			
21	Beed	15840	880	16720	21	Latur	0	21	BGW Hospital Gondia	3500			
22	Osmanabad	14080	1800	15880	22	Nanded	600	22	GMC & Hospital, Ambejogai, Beed	7000			
23	Nanded	5280	11000	16280	23	Akola	0	23	GMC & Hospital, Nanded	7000			
24	Akola	7040	2800	9840	24	Amravati	50	24	GMC & Hospital, Miraj	1800			
25	Washim	2640	2700	5340	25	Nagpur	0	25	GMC & Hospital, Yavatmal	4500			
26	Amravati	9330	5000	14330	26	Chandrapur	0	Total Quantity		101400			
27	Buldhana	2640	1900	4540	27	Parvel	2700	Total Quantity		52450			
28	Yavatmal	3520	1200	4720	Total Quantity		52450	Grand Total Quantity			480000		
29	Nagpur	14080	4000	18080									
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