



Maharashtra Medical Goods Procurement Authority

A Maharashtra Government Authority

Office- 9th 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. **40** /MMGPA/Medicine & Material Section/2023, Dated **31** /10/2023

To,

M/s. THEMIS MEDICARE LTD

11/12 Udyog Nagar SV Road

Goregaon (West), Mumbai 400104

Email: instmgr@themismedicare.com

Subject: - Supply of Inj. Pentazocine 30mg Ampoule

Reference: - (1) Special Permission from Executive Committee, Maharashtra as per Minutes of Meeting Dated 3.10.2023

(2) ESIC Rate Contract No.147B, Valid up to 31.10.2023

(3) Budget Source: NHM, PIP 2023-24 (Sr. No.4),

(4) 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
147b (2021-2023) 86	Inj. Pentazocine 30mg Ampoule	Inj. Pentazocine 30mg Ampoule Each ml to contain: Pentazocine (as lactate) 30 mg	1,10,000	21.17	23,28,480.00
Total Amount In Words- Twenty Three Lakhs Twenty Eight Thousand Four Hundred and Eighty 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
- 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.mmmpa2023@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.69854/- (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 Shiroadkar)

**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) Joint Director of Health Services (Procurement Cell) Mumbai
5) Additional Director of Health Services (SFWB) Pune
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

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.

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:

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.....

.....

Name of Item: Pentazocine Inj. 30 mg 1ml Ampoule											
PO Reference No.40/ 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	200	3500	3700	1	Bruhanmumbai	0	1	Cama & Albes Hospital, Mumbai	0	
2	Palghar	1000	2000	3000	2	Thane	400	2	Grant Medical & Sir J J Hospital, Mumbai	0	
3	Raigad	1000	1500	2500	3	Bhiwandi	0	3	St. Georges Hospital Mumbai	0	
4	Nashik	1000	4500	5500	4	Kalyan Dombivali	50	4	T N Medical & B Y L Nar Hospital, Mumbai	0	
5	Dhule	800	2500	3300	5	Mira Bhayandar	20	5	Sion Hospital, Mumbai	0	
6	Jalgaon	400	3500	3900	6	Navi Mumbai	1800	6	K E M Hospital, Mumbai	0	
7	Nandurbar	400	2400	2800	7	Vasai Virar	700	7	Dr Rustom Narsi Cooper Hospital, Mumbai	0	
8	Ahmednagar	400	4000	4400	8	Ulhasnagar	0	8	GMC & Hospital, Akola	600	
9	Pune	300	600	900	9	Nashik	200	9	GMC & Hospital, Dhule	800	
10	Satara	1400	3000	4400	10	Malegaon	0	10	GMC & Hospital, Kolhapur	300	
11	Solapur	1000	3000	4000	11	Dhule	100	11	GMC & Hospital, Latur	60	
12	Kolhapur	800	1500	2300	12	Jalgaon	0	12	GMC & Hospital, Nagpur	0	
13	Sangli	900	1500	2400	13	Ahmednagar	500	13	IGMC & Hospital, Nagpur	300	
14	Ramagiri	400	100	500	14	Pune	100	14	GMC & Hospital, Sangli	200	
15	Sindhudurg	1000	600	1600	15	Pimpri Chinchwad	500	15	GMC & Hospital, Solapur	2000	
16	Aurangabad	600	1400	2000	16	Solapur	1500	16	BJMC & Sasoon General Hospital, Pune	400	
17	Jalna	1300	2000	3300	17	Kolhapur	400	17	Rajiv Gandhi Medical College, Thane	0	
18	Parbhani	200	1200	1400	18	Sangli	20	18	GMC & Hospital, Aurangabad	200	
19	Hingoli	600	2000	2600	19	Aurangabad	200	19	GMC Jalgaon	60	
20	Latur	3000	2400	5400	20	Parbhani	0	20	GMC Chandrapur	0	
21	Beed	1600	2500	4100	21	Latur	0	21	BGW Hospital Gondia	60	
22	Osmanabad	1000	1000	2000	22	Nanded	200	22	GMC & Hospital, Ambejogai, Beed	600	
23	Nanded	4500	4000	8500	23	Akola	0	23	GMC & Hospital, Nanded	400	
24	Akola	200	600	800	24	Amravati	0	24	GMC & Hospital, Miraj	60	
25	Washim	200	1000	1200	25	Nagpur	50	25	GMC & Hospital, Yavamal	600	
26	Amravati	600	1200	1800	26	Chandrapur	0	Total Quantity			6640
27	Buldhana	1500	2000	3500	27	Panvel	600	Total Quantity			6640
28	Yavamal	1000	660	1660	Total Quantity		7340	Total Quantity			6640
29	Nagpur	900	2500	3400	Total Quantity		7340	Total Quantity			6640
30	Wardha	400	2000	2400	Total Quantity		7340	Total Quantity			6640
31	Gadchiroli	500	2500	3000	Total Quantity		7340	Total Quantity			6640
32	Gondia	40	500	540	Total Quantity		7340	Total Quantity			6640
33	Chandrapur	500	1000	1500	Total Quantity		7340	Total Quantity			6640
34	Bhandara	500	1000	1500	Total Quantity		7340	Total Quantity			6640
35	Deolali Cantonment	150	0	150	Total Quantity		7340	Total Quantity			6640
36	Ahmednagar Cantonment	0	0	0	Total Quantity		7340	Total Quantity			6640
37	Dehu Road Cantonment	60	0	60	Total Quantity		7340	Total Quantity			6640
38	Aurangabad Cantonment	10	0	10	Total Quantity		7340	Total Quantity			6640
Total Quantity				30360	65660	96020		Grand Total Quantity			110000

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

40 Pentazocine DTS

Name of Item: Pentazocine Inj. 30 mg 1ml Ampoule									
PO Reference No 40/ MMGPAN/Medines & 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
1	Thane	CS	DHO	3500	1	Brahmanmumbai	0	1	Cama & Albes Hospital, Mumbai
2	Palghar			1000	2	Thane	400	2	Grant Medical & Sir J J Hospital, Mumbai
3	Ratnagiri			1000	3	Bhiwandi	0	3	St. Georges Hospital Mumbai
4	Nashik			1000	4	Kalyan Domivali	50	4	T N Medical & B Y L Nair Hospital, Mumbai
5	Dhule			800	5	Mira Bhagandar	20	5	Sion Hospital, Mumbai
6	Jalgaon			400	6	Navi Mumbai	1800	6	K E M Hospital, Mumbai
7	Nandurbar			400	7	Vasai Virar	700	7	Dr Rustom Narsi Cooper Hospital, Mumbai
8	Ahmednagar			400	8	Ulhasnagar	0	8	GMC & Hospital, Akola
9	Pune			300	9	Nashik	200	9	GMC & Hospital, Dhule
10	Satara			1400	10	Malegaon	0	10	GMC & Hospital, Kolhapur
11	Solapur			1000	11	Dhule	100	11	GMC & Hospital, Latur
12	Kolhapur			800	12	Jalgaon	0	12	GMC & Hospital, Nagpur
13	Sangli			900	13	Ahmednagar	500	13	GMC & Hospital, Nagpur
14	Ratnagiri			400	14	Pune	100	14	GMC & Hospital, Sangli
15	Sindhudurg			1000	15	Pimpri Chinchwad	500	15	GMC & Hospital, Solapur
16	Aurangabad			600	16	Solapur	1500	16	BPMC & Sasoon General Hospital, Pune
17	Jalna			1300	17	Kolhapur	400	17	Rajiv Gandhi Medical College, Thane
18	Parbhani			200	18	Sangli	20	18	GMC & Hospital, Aurangabad
19	Hingoli			600	19	Aurangabad	200	19	GMC Jalgaon
20	Latur			3000	20	Parbhani	0	20	GMC Chandrapur
21	Beed			1600	21	Latur	0	21	BGW Hospital, Gondia
22	Osmanabad			1000	22	Nanded	200	22	GMC & Hospital, Ambejogai, Beed
23	Nanded			4500	23	Akola	0	23	GMC & Hospital, Nanded
24	Akola			200	24	Amravati	0	24	GMC & Hospital, Miraj
25	Washim			200	25	Nagpur	50	25	GMC & Hospital, Yavatmal
26	Amravati			600	26	Chandrapur	0		
27	Buldhara			1500	27	Pune	600		
28	Yavatmal			1000					
29	Nagpur			900					
30	Wardha			400					
31	Gadchiroli			500					
32	Gondia			40					
33	Chandrapur			500					
34	Bhandara			500					
35	Deolali Cantonment			150					
36	Ahmednagar Cantonment			0					
37	Dehu Road Cantonment			60					
38	Aurangabad Cantonment			10					
Total Quantity		30360	65660	96020	Total Quantity		7340	Total Quantity	
								Grand Total Quantity	
								110000	

(Signature)

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

