



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. **62**/MMGPA/Equipment Section/2023, Dated **31**/10/2023

To,

M/s. Shri Ganesh Enterprises,

C-44, First Floor, Shiv Shakti Shopping Complex,

Pande Layout, Nagpur 400025

customercare.india@biomerieux.com, ganesh_entnag@yahoo.com

Subject: - Supply of Twincubator

Reference: - (1) Direct Purchase (Proprietary Item) Proposal from JDHS (TB) Pune

(2) Budget Source: NHM, PIP 2023-24

(3) Negotiation Meeting Dated 22.09.2023

(4) Your Quotation Submission, Dated 15.02.2023 & Confirmation Dated 4.10.2023

(5) 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 Proprietary Item w.r.t. Negotiation with reference 4. Accordingly you are requested to supply the following goods to the consignees as per details mentioned below.

Rate Contract Number & Item No.	Name of the item	Specification of item	Quantity (DHS)	Unit Rate with GST Per Unit	Total Amount including
Proprietary Item Certificate 16.05.2022	Twincubator	Twincubator (12 Samples in One Run)	01	10,03,000/-	10,03,000/-
Total Amount In Words- Ten Lakh Three Thousand Only					

- Packing & Forwarding:** Packing as Per Contract Terms & Conditions, & Forwarding Free on Road Destination. i.e. door delivery basis
- Delivery Period:** 4 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 Bhavan, 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 unit pack in readable Purple or Green Colours. Bar-coding should be on boxes of Supplied item at Consignee level.
- SHELF LIFE of the supplied product should not be less than ¾ of total shelf life at the time of delivery to the consignee.**
- 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 Bhavan 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 Bhavan 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 Bhavan St. George's Hospital Compound, Mumbai.
Other Terms: As per Proprietary Item Certificate / Quotation 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.30,090/- (3% of the total value of order)** from Nationalized /Scheduled commercial bank in favor of Maharashtra Medical Goods Procurement Authority, Aarogya Bhavan 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 :

Sr. No.	Name of Consignee	Consignee Quantity	Detail Address for Consignment
1	State Drug Store, Nagpur	01	Chief Medical Officer, State Training & Demonstration Centre, Ajani Road, Medical College Square, Nagpur 440003 (07122050050) sdsmhngp@rntcp.org

(Dr. Umesh Shiroadkar)

General Manager,

**Maharashtra Medical Goods Procurement Authority
Mumbai**

Copy: BioMerieux India Pvt. Ltd., 43 A, Okhla Phase-3, New Delhi 110020

Copy to: 1) Commissioner of Health Services, Mumbai

2) Director of Health Services (2), Mumbai

3) Chief Accounts and Finance Officer, Medical Goods Procurement Authority, Mumbai

4) Joint Director of Health Services (Procurement Cell) Mumbai

5) Joint Director of Health Services (TB, BCG) Pune 6

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:

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

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

Address.....

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