



Essential Drugs Division

Date : 01-Mar-2017

The Executive Director  
kudumbashree Mission State Office,  
TRIDA Rehabilitation Building,  
Medical College P O

**PURCHASE ORDER NO - KMSCL/S-1/PR/02232/16-17**

- Ref: 1) That office Letter No. 2436/D/2015/K.S.H.O. dated 13.01.2017.  
2) That office Letter No. 2436/D/2015/K.S.H.O dated 02.02.2017

We are pleased to place order for the supply of following item as per the quantity, rate and order value mentioned here in

**I. Item Description :-**

Drug Code	Drug Name	Rate per Unit (Rs.)	Order Quantity (in Units)	Order Value (Rs.)
S25001	Sanitary Napkin,Big size with wings (240 mm),1 No.	2.5000	65,60,720	1,64,01,800.00

**II. Quantity to be supplied:-**

Warehouse Code	District Warehouse Name	Quantity (in units)
01	THIRUVANANTHAPURAM	5,47,440
02	KOLLAM	2,35,160
03	PATHANAMTHITTA	53,340
04	ALAPUZHA	2,36,300
05	KOTTAYAM	5,60,040
06	IDUKKI	8,21,820
07	ERNAKULAM	2,62,480
08	THRISSUR	2,26,420
09	MALAPPURAM - TIRUR	4,16,880
10	PALAKKAD	8,24,020
11	KOZHIKKODE	71,640
12	WAYANAD	9,19,860
13	KANNUR	8,23,720
14	KASARGODE	3,05,600
18	MALAPPURAM 2 - MANJERI	2,56,000
Total Quantity		65,60,720

**III. Terms & Conditions:-**

- 1) The prices noted in purchase order are inclusive of all taxes and duties. The request for enhancement of rates during the supply period will not be considered.
- 2) The ordered quantity shall be supplied to the District Warehouse of Corporation as per the time frame in the schedule attached as Annexure-I. The address of the District Warehouses is attached as Annexure-II.
- 3) The item supplied shall strictly be in accordance with the specifications in the purchase order. The Shelf life of napkins supplied should not be less than 36 months and should have minimum 80% shelf life when supplied to the Corporation. The napkins supplied shall be in proper packaging capable of protecting the item throughout its shelf life and should retain required quality throughout the shelf life. Any item supplied without following the above conditions will be rejected.
- 4) If more than one batch is supplied under one invoice, the quantity supplied under each batch shall clearly be stated in the invoice. The items received in damaged condition will not be accepted. The supply in excess of the scheduled quantity in any of the warehouses will not be accepted. In such cases, the supplier shall take back the excess quantity supplied in their own expenses.
- 5) No advance payment towards the cost of items will be made to the supplier. All invoices shall be raised in triplicate in the name of Managing Director, KMSCL, Trivandrum. The original invoice shall be submitted to the Head Office of KMSCL and duplicate & triplicate invoices shall be submitted at the District Warehouses together with the copy of purchase order along with the supply.
- 6) 95 % of payment towards supply of items will be made on receipt and acceptance of original invoices in head office and the Material Received Certificate (MRC) from warehouses. Payment of balance 5% will be made on 3 months after satisfactory completion of supply.
- 7) The Kudumbashree Mission shall execute a Memorandum of Understanding (MoU) with the Corporation for the supply of the ordered quantity of the item within 15 days of receipt of Purchase order in the format attached.

  
MANAGING DIRECTOR

Copy to,

- 1) The Manager, District Warehouse \_\_\_\_\_ /QCM/Accounts/IT/Stock File

Kerala Medical Services Corporation Ltd-Supply of Sanitary Napkin under AHP of NHM

TIME FRAME FOR DISTRIBUTION OF NAPKINS TO DISTRICT WARE HOUSES OF KMSCL

Quantity to be supplied in units

ANNEXURE-I

Sl NO	Name of District	within 15.03.2017	within 15.04.2017	within 15.05.2017	within 15.06.2017	within 15.07.2017	within 15.08.2017	within 15.09.2017	within 15.10.2017	DISTRICT TOTAL
1	Thiruvananthapuram	13,360	98,800	98,800	1,12,160	98,800	1,12,160	-	13,360	5,47,440
2	Kollam	3,040	44,600	44,600	47,640	44,600	47,640	-	3,040	2,35,160
3	Pathanamthitta	1,960	9,100	9,100	11,060	9,100	11,060	-	1,960	53,340
4	Alappuzha	-	47,260	47,260	47,260	47,260	47,260	-	-	2,36,300
5	Kottayam	8,760	86,900	86,900	93,160	86,900	90,560	98,100	8,760	5,60,040
6	Idukki	14,680	1,21,800	1,21,800	1,31,480	1,21,800	1,31,480	1,64,100	14,680	8,21,820
7	Ernakulam	3,120	50,000	50,000	53,120	50,000	53,120	-	3,120	2,62,480
8	Thirissur	12,480	35,300	35,300	47,780	35,300	47,780	-	12,480	2,26,420
9	Palakkad	15,480	1,23,000	1,23,000	1,28,780	1,23,000	1,25,680	1,69,600	15,480	8,24,020
10	Kozhikode	4,160	11,000	11,000	15,160	11,000	15,160	-	4,160	71,640
11	Wayanad	57,240	1,12,900	1,12,900	1,65,140	1,12,900	1,65,140	1,36,400	57,240	9,19,860
12	Kannur	11,280	1,25,900	1,25,900	1,11,980	1,25,900	1,08,480	2,03,000	11,280	8,23,720
13	Kasaragod	12,000	42,800	42,800	54,800	42,800	53,000	45,400	12,000	3,05,600
14	Malappuram-Trur	-	61,600	61,600	48,000	61,600	44,000	1,40,080	-	4,16,880
15	Malappuram-MANNJERI	8,000	36,000	36,000	32,000	36,000	30,000	70,000	8,000	2,56,000
	<b>TOTAL</b>	<b>1,65,560</b>	<b>10,06,960</b>	<b>10,06,960</b>	<b>10,99,520</b>	<b>10,06,960</b>	<b>10,82,520</b>	<b>10,26,680</b>	<b>1,65,560</b>	<b>65,60,720</b>



**ANNEXURE- II**

<b>Address of KMSCL Drug Warehouses</b>					
<b>Sl. No.</b>	<b>District name</b>	<b>Address</b>	<b>E-mail ID</b>	<b>Land line No</b>	<b>Mobile No</b>
1.	Thiruvananthapuram	District Drug Warehouse, DMO Compound, General Hospital, Palayam, Trivandrum.695035	kmsclwhtvm@gmail.com	0471-4015637 0471-2470222	9496003900
2.	Kollam	District Drug Warehouse, Uliyakovil Nagar, Near Uliyakovil Temple, Kollam East Village	kmsclwhklm@gmail.com	0474-2794807	9496004500
3.	Pathanamthitta	Central Warehousing Corporation, Thottapady, Kunnamthanam PO Thiruvalla, Pathanamthitta- 689581	kmsclwhpta@gmail.com	0469-2794809	9496004600
4.	Idukki, Painavu	District Drug Ware House, Near District Hospital, Cheruthoni, Idukki.	kmsclwhidk@gmail.com	0486-2232228	9496004900
5.	Kottayam DDWH	District Drug Ware House, Behind District Hospital, Chelliyozhukkam Road, Kottayam	kmsclwhktm@gmail.com	0481-2562401	9496004800
6.	Alappuzha DDWH	District Drug Ware House, Near General Hospital, Iron Bridge PO, Alappuzha	kmsclwhalp@gmail.com	0477-2252302	9496004700
7.	Ernakulam	District Drug Ware House, Udyogamandal, Near St. Joseph Hospital, Manjummel.	kmsclwhekm@gmail.com	0484-2555009	9496005400
8.	Thrissur DDWH	District Drug Ware House, High Road, OPP. Police Officer's Quarters, Thrissur	kmsclwhtsr@gmail.com	0487-2423369, 0487-2259099	9496005600
9.	Malappuram I (Tirur)	District Drug Ware House, Near Railway Station, Overbridge, Tirur, Malapuram	kmsclwhmpm@gmail.com	0494-2426759	9496005800
10.	Malappuram II (Manjeri)	District Drug Ware House, State Warehousing Corporation Compound, Cheranni, Manjeri, Malapuram District.	Kmsclwhmpm2@gmail.com	04832-760744	9496005800
11.	Kozhikode	District Drug Warehouse, Karuvannur Post Naduvannur (Via) Kozhikode, PIN- 673614 Kozhikode Kuttiady Highway Kerala.	kmsclwhkkd@gmail.com	0496-2653930	9496006400

Address of KMSCL Drug Warehouses					
Sl. No.	District name	Address	E-mail ID	Land line No	Mobile No
12.	Kannur DDWH	District Drug Ware House, Harichandra weaving mills Compound (HWM),Near Lakshmanankada Bus stop, Thane kakkad road,Kannur 670002	kmsclwhknr@gmail.com	0497-2705046	9496006700
13.	Wayanad DDWH	State Ware House Building, Near Fathima Hospital, Pinangode Road, Kalpetta	kmsclwhwyd@gmail.com	04936-202898	9496006500
14.	Kasargode	District Drug Ware House, Near Old District Hospital, Kanhangad, Kasaragod	kmsclwhkgd@gmail.com	0467-2206464	9496006900

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# Memorandum of Understanding for Supply of Sanitary Napkin under Adolescent Health Programme of National Health Mission

This Memorandum of Understanding dated \_\_\_\_ is entered into

## Between

Kudumbasree Mission, the Kerala State Poverty Eradication Mission having its State Mission Office at TRIDA Rehabilitation Building, Medical College, Thiruvananthapuram -695 011, Kerala, India (hereinafter called the "Kudumbasree Mission" which expression shall mean and include its successors, assignors etc.) of the first part:

## AND

Kerala Medical Services Corporation Ltd., an organisation formed by the Govt. of Kerala under the Health Department, Govt. of Kerala, Thiruvananthapuram represented by Dr. NAVJOT KHOSA IAS in her capacity as Managing Director, (hereinafter referred to as "KMSCL").

### Purpose:

WHEREAS Kudumbasree Mission has served with Purchase Order No-KMSCL/S-1/PR/02232/16-17 dtd 01.03.2017 for the supply of sanitary napkins for adolescent Health Programme of National Health Mission at CHCs of Kottayam, Idukki, Palakkad, Malappuram, Kannur, Wayanad and Kasargode and to adolescent girls of urban slums & premetric hostels & model residential schools (under the dept. of ST Development Govt. of Kerala) in 14 districts of Kerala. Kudumbashree Mission is having napkin manufacturing units in all districts and they have offered for the supply of the item to various warehouses of KMSCL.

AND WHEREAS KMSCL was in search of supplier for issuing the napkins to this project.

Kudumbasree Mission approached KMSCL for commercial engagement with them for providing the napkins.

Now this Memorandum of Understanding witnesses as follows:

### 1. Obligations of Kudumbasree Mission :

The Kudumbasree Mission shall provide the following services:

- a. The ordered quantity shall be supplied to the District Warehouse of Corporation as per the time frame in the schedule attached as Annexure-I.
- b. The prices noted in purchase order are inclusive of all taxes and duties. The request for enhancement of rates during the supply period will not be considered.
- c. The item supplied shall strictly be in accordance with the specifications in the purchase order. The Shelf life of napkins supplied should not be less than 36 months and should have minimum 80% shelf life when supplied to the Corporation. The napkins supplied shall be in proper packaging capable of protecting the item throughout its shelf life and should retain required quality throughout the shelf life. Any item supplied without following the above conditions will be rejected.

- d. The supply in excess of the scheduled quantity in any of the warehouses will not be accepted. In such cases, the supplier shall take back the excess quantity supplied in their own expenses.
- e. In case of any complaint received on quality of the item supplied within 45 days from the date of receipt of item in warehouses, the Kudumbashree Mission shall replace the entire complaint quantity within 21 days from the date of the intimation at your own expenses and the payment will be withheld till proper replacement.
- f. No advance payment towards the cost of items will be made to the supplier. All invoices shall be raised in triplicate in the name of Managing Director, KMSCL, Thiruvananthapuram. The original invoice shall be submitted to the Head Office of KMSCL and duplicate & triplicate invoices shall be submitted at the District Warehouses together with the copy of purchase order along with the supply.
- g. The Kudumbashree Mission shall take utmost care in supplying quality item and ensure that the batch number(s) mentioned in the packages of the items tally with the batch number(s) mentioned in the Invoice produced to the KMSCL for payment. Also the Kudumbashree Mission shall ensure the quantity relevant to the Batch Number(s) of the items mentioned in the invoice. Where variations are noticed the Kudumbashree Mission shall furnish proper document detailing each batch supplied together with quantities there off in each batch. The Kudumbashree Mission will not be eligible for payments without furnishing proper document.
- h. The Kudumbashree Mission shall furnish the Name, Address & IFSC code of the bank in the format attached.

## **2. Obligations of KMSCL:**

- a. KMSCL will be responsible for providing or arranging for the transportation of sanitary napkins to CHCs, Premetric hostels, model residential schools and DPM offices from the District Drug Ware House of the Corporation.
- b. KMSCL shall ensure that 95 % of payment towards supply of items on receipt and acceptance of original invoices in head office and the Material Received Certificate (MRC) from warehouses. Payment of balance 5% will be made on 3 months after satisfactory completion of supply.
- c. KMSCL shall ensure that the administrative control of the supply of item

## **3. Term of Agreement**

The terms of this Memorandum of Understanding shall be enforceable with effect from .....03.2017 and will continue to be so until supply of the ordered quantity is completed. However, the parties to this memorandum of understanding may, by mutual consent, extend the period of enforceability by executing a new and duly signed memorandum of understanding as per the then prevailing terms of service.

This Understanding shall be terminated as follows:

- a. Either party may terminate this Agreement by giving a notice in writing to the other party for such party's material breach of any provision of this Agreement.
- b. In any other case, either party may terminate this Agreement by giving a notice of 3 (Three) months in advance.

## **4. Performance**

Both parties are hereby obligated to ensure that the terms of the Agreement are duly justified.

## **5. MISCELLANEOUS**

- (i) Notices. Any notice or other communication to be given by one Party to the other Party under, or in connection with, this Agreement shall be made in writing and signed by



or on behalf of the Party giving it. It shall be served by letter, facsimile transmission (save or otherwise provided herein) or electronic mail and shall be deemed to be duly given or made when delivered ( in the case of personal delivery) at the time of transmission (in the case of electronic mail and facsimile transmission, provided that in the case of facsimile transmission the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or [ten] days after being dispatched in the post, postage prepaid , by the most efficient forms of mail available and by registered mail if available ( in the case of a letter) to such party at its address or facsimile number specified below, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the other Parties hereto by notice in writing.

If to Kudumbasree Mission:

Attention:

Address:

Email :

If to Kerala Medical Services Corporation Ltd

Address : Behind W&C hospital,Thycaud,Thiruvananthapuram-695014

Phno-0471-3045600,3045646

Email : edrugs@kmscl.kerala.gov.in

(ii) No Partnership. The parties expressly do not intend hereby to form a partnership, either general or limited. The parties do not intend to be partner of each other or partners of any third party, or create any fiduciary relationship among themselves.

(iii) No Agency. No party shall act as an agent of the other or have any authority to act for or to bind the other, except as permitted under this Agreement.

(iv) Independent Rights: Each of the rights of the Party hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

(v) Duplicate Originals: This agreement may be executed in duplicate originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document.

(vi) Modification: No modification of the Agreement shall be binding on any Party unless such modification is in writing and signed by or on behalf of each of the Parties hereto.

## 6. JURISDICTION

In the event of any dispute arising out of this agreement, the parties agree that the court of Thiruvananthapuram, Kerala State, India alone will have jurisdiction.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS MOU

Name of the Party : Kudumbashree Mission	
Address :	
Name of the Party : Kerala Medical Services Corporation Ltd	
Address :	
Name of the Witness to 1 <sup>st</sup> Party (Kudumbashree Mission) :	
Address :	

Name of the Witness to 2nd party : Kerala Medical Services Corporation  
Ltd  
Address :

PRICE LIST for Sanitary Napkin

Name of the Product	Price for napkin (Per napkin in Rs.)	Total Quantities to be supplied
Sanitary Napkin (Big size with wings) 240mm,1No.	2.50	65,60,720 nos

**BANK DETAILS OF THE KUDUMBASHREE MISSION**

1. Project Name : Supply of Sanitary Napkins under AHP of NHM
2. Name of Account :
3. Address :
  
4. Name of the Bank :
5. Full address of the Branch concerned :
  
6. Account no. of the Kudumbashree Mission :
7. IFS Code of the Bank :

<b>Note</b>	<b>:- Copy of the PAN CARD of the Kudumbashree Mission shall be attached with this</b>
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