



**MEGHALAYAN  
MEDICAL DRUGS &  
SERVICES LIMITED**



Government of Meghalaya

Department of Health & Family Welfare,  
DHS Complex, New Colony, Laitumkrah,  
Shillong - 793003,  
East Khasi Hills,  
Meghalaya.

+91-9863033404 / 9863048955  
meghmdsl@gmail.com

No. MMDSL/3PL/9/2024/(2)

Dated: 09/02/2024

## Request for Proposal (RFP)

**Hiring of Third-Party Logistics (3PL) Services provider for  
Transportation, Distribution and emergency relocation of Essential  
Drugs, Diagnostics and Equipment of Meghalayan Medical Drugs  
and Services Ltd. (MMDSL)**

**Shri Ramkumar S**  
Managing Director

Approved By Shri Ramkumar S (Managing Director) on 09/02/2024 07:56 AM  
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# SECTION - I

## 1. Letter of Invitation

Meghalayan Medical drugs and Services Ltd hereby called as "MMDSL" invites sealed proposal from eligible services providers for Third Party Logistics (3PL) Service for the transportation, distribution and emergency relocation of Essential drugs, diagnostics, equipment and other commodities.

| Section      | Topics                                  | Page No. |
|--------------|---|----------|
| Section I    | Letter of Invitation (LOI)              |          |
| Section II   | General Information on RFP              |          |
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| Section VI   | Terms of Reference (TOR)                |          |
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| Section IX   | General Terms and Conditions            |          |
| Section X    | Appendices (Appendix 1 to 6) & (A to G) |          |
| Section XI   | Contract Format                         |          |

1. Interested bidders may obtain further information about the RFP from the MMDSL office in Shillong, Meghalaya.



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2. Bidders may download the RFP documents from the website <https://mmdsl.in/tender#> and submit its proposal by using the downloaded document. The proposal will be rejected if the bidder changes any clause or Annexure of the proposal document downloaded from the website.
3. All prospective bidders are required to attend the Pre - Bid meeting to resolve their queries on the RFP as well as to gain a better insight into the requirements of the services. The venue, date and time are indicated in **Sub-section 2.2.**, "The Schedule of Events".
4. Bidders shall ensure that their proposal, complete in all respects, are dropped in the Tender Box located at the O/O MMDSL, health Complex, Laitumkhrah Shillong Meghalaya on or before the closing date and time indicated in the Sub-section 2.2, **The Schedule of Events**, failing which the proposals will be treated as late proposal and rejected. The proposals sent by post/ courier must reach the specified address on or before the closing date & time indicated **Sub-section 2.2.** The Schedule of Events, failing which the proposals will be treated as late proposal and rejected.
5. All proposals must be accompanied by Bid Security Amount as mentioned. Proposals without bid security amount shall be rejected.
6. It shall remain the bidder's responsibility to ensure that their proposal will reach specified address on or before the deadline indicated **Sub-section 2.2.**, The Schedule of Events.

#### Contact Person for Inquiries (Written inquiries only):

State Manager

Email: bryanraphaeldon@gmail.com

Phone: 7005662189

Any delay in MMDSL's response shall not be used as a reason for extending the deadline for submission, unless MMDSL determines that such an extension is necessary and communicates a new deadline to the Bidders.

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## SECTION - II

### 2. General Information on RFP

#### 2.1 RFP Details:

| S. No. | Description           | Information   |
|--------|-----------------------|---|
| 1      | RFP Issued by         | Meghalayan Medical Drugs & Services Ltd.<br>(MMDSL)         |
| 2      | Communication Address | Health Complex, Laitumkhrach, Shillong- 793003<br>Meghalaya |

#### 2.2 The schedule of events:

| S. No. | Description   | Schedule   |
|--------|---|--|
| 1      | Date of RFP Issued and time   | 12th/Feb/2024  |
| 2      | Place and website for download of RFP Enquiry Document              | <a href="https://mmdsl.in">https://mmdsl.in</a>  |
| 3      | Pre-bid Meeting (Date & Time)                                       | 15th/Feb/2024 at 12:00pm   |
| 4      | Pre-Bid Meeting Venue   | Health Complex, Laitumkhrach, Shillong- 793003<br>Meghalaya                              |
| 5      | Closing Date and Time of Receipt of Proposal                        | 04th/March/2024 at 11:30am   |
| 6      | Time, Date and Venue of Opening of Technical Proposal               | 04th/March/2024 at 1:00pm<br>Health Complex, Laitumkhrach, Shillong- 793003<br>Meghalaya |
| 7      | Time, Date & Venue for Technical Presentation of short list vendors | Will inform later  |
| 8      | Time, Date and Venue of Opening of Financial Proposal               | Will inform later  |

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## SECTION - III

### 3. Introduction

MEGHALAYAN MEDICAL DRUGS AND SERVICES LIMITED (MMDSL) is a Public Limited Company, incorporated under the Companies Act as a Company limited by Shares. It is classified as State Govt company and is registered at Registrar of Companies (RoC). MMDSL is responsible for procurement and supply of essential drug, diagnostic, equipment and other commodities to all the govt. health facilities of Meghalaya including district hospitals, community health centres and primary health centres.

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## SECTION - IV

### 4. Instruction to bidders

#### 4.1 Definitions

| Words                             | Definitions  |
|-----------------------------------|--|
| <b>Contract</b>                   | Contract refers to the agreement that will be signed by and between the MMDSL and the successful proposer, all the attached documents thereto, including the RFP, General Terms and Conditions and the Appendices.   |
| <b>Data Sheet</b>                 | Data sheet refers to such part of the Instructions to bidders used to reflect conditions of the tendering process that are specific for the requirements of the RFP.   |
| <b>Day</b>                        | Day refers to calendar day.  |
| <b>Instruction to Bidder</b>      | Instructions to Bidders(Section 4 of the RFP) refers to the complete set of documents that provides bidders with all information needed and procedures to be followed in the course of preparing their Proposals   |
| <b>Letter of Invitation</b>       | LOI (Section 1 of the RFP) refers to the Letter of Invitation from MMDSL to Bidders.   |
| <b>Material Deviation</b>         | Material Deviation refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of MMDSL and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors. |
| <b>Proposal</b>                   | Proposal refers to the Bidder's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.  |
| <b>Bidder</b>                     | Bidder refers to any legal entity that may submit, or has submitted, a proposal for the provision of services requested by MMDSL through this RFP.   |
| <b>Request for Proposal (RFP)</b> | RFP refers to the Request for Proposals consisting of instructions and references prepared by MMDSL for purposes of selecting the best service provider to perform the services described in the Terms of Reference.   |



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|  |   |
|--|---|
| <b>Services</b>                            | Services refers to the entire scope of tasks and deliverables requested by MMDSL under the RFP.   |
| <b>Supplemental Information to the RFP</b> | Supplemental Information to the RFP refers to a written communication issued or published by MMDSL to prospective bidders containing clarifications, responses to queries received from prospective bidders, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.                                  |
| <b>Terms of Reference (TOR)</b>            | Terms of Reference (TOR) refers to the document included in this RFP as <b>Section 6</b> which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer |

## 4.2 General Instruction

1. MMDSL hereby solicits Proposals in response to this Request for Proposal (RFP). Bidders must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by MMDSL in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the bidder that all obligations stipulated by this RFP will be met and, unless specified otherwise, the bidder has read, understood and agreed to all the instructions in this RFP.
3. The proposals shall be completed with all documents. Those submitted by fax or by email with attachments shall not be considered.
4. The proposals which are for only a portion of the components of the service shall not be accepted. (The proposals should be for all components of the service.)
5. Proposals are invited from the institutions/ organizations/registered company or registered entity only. Proposal submitted by Individuals will not be accepted.
6. The price quoted shall include all applicable taxes. This shall be quoted in the format as attached **Appendix 'G'** only.
7. The proposals (technical and financial) shall be submitted (with a covering letter as per **Appendix 'B'**) before the last date of submission. Late proposal / proposals shall not be considered.
8. MMDSL implements a policy of zero tolerance on prescribed practices, including fraud, corruption, collusion, unethical practices, and obstruction.
9. A bidder shall not have a conflict of interest and shall comply with the conflict of interest policy of MMDSL. If any Bidder found to have a conflict of interest shall be disqualified. If the Bidder has knowledge or becomes aware of any actual, apparent or potential conflict

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between the financial interests of any person affiliated with the bidder or MMDSL and that person's duties with respect to the activities, the bidder shall immediately disclose the actual, apparent or potential conflict of interest with evidence directly to the Managing Director of MMDSL.

10. MMDSL reserves the right to accept or reject any bid, and to terminate / cancel the bidding process and reject all bids at any time prior to contract award, without thereby assigning any reason/s or incurring any liability to bidders. In case of termination of bidding process, the bid securities, shall be returned to the bidders without any interest.

### 4.3 Bid Security Amount

1. The proposal shall be accompanied with an unconditional bank guarantee of an **amount of INR 5lakh** as bid security from any Schedule Bank in favour of Meghalayan Medical Drugs & services Ltd., Shillong;
2. The period of validity of unconditional bank guarantee submitted as a bid security should not be less than 180 days from the last date of submission of proposal. In case the validity period is shorter than 180 days proposal shall be rejected by MMDSL
3. It may be noted that no proposing entity is exempt from deposit of bid security amount except to provision of exemption certificate from the relevant authority. Proposals submitted without security amount shall be rejected.
4. The bid security amount of unsuccessful bidder shall be returned to them without any interest, after conclusion of the resultant contract and post receiving a letter of request for release of security amount. The bid security amount of the successful bidder shall be returned without any interest, after receipt of performance security / bank guarantee as per the terms of contract.
5. Bid security amount of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its proposal or impairs or derogates from the proposal in any respect within the period of validity of its proposal or if it comes to notice that the information /documents furnished in its proposal is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' bid security amount will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security / Bank Guarantee within the specified period.
6. The bidders shall bear all the costs associated with the preparation and submission of its proposal, and MMDSL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 4.4 Preparation of Proposal

The bidders shall submit the Proposal using the appendixes provided in Section 10 of this RFP.





The proposals shall be made in TWO SEPARATE SEALED ENVELOPES as follows:

#### 4.4.1 Technical Proposal

- A. The first envelopes shall be marked in bold letter as **"TECHNICAL PROPOSAL"** containing the documents listed in Appendix 2
  - B. Power of attorney in favour of signatory to tender documents
  - C. Bidder acceptance to furnish performance security in case of award of a contract
1. Original tender document duly stamped and signed in each page **"Appendix – A"**
  2. Proposal Submission Form **"Appendix-B"**
  3. Eligibility Documents and Qualification of the bidders **"Appendix – C"**
  4. Bidder Information Form **"Appendix - D"**
  5. Technical Proposal **"Appendix – E"**
  6. Bank Guarantee towards bid security amount **"Appendix – F"**

#### 4.4.2 Financial Proposal

- A. The second envelope shall contain the financial proposal and shall be marked in bold letters as **"FINANCIAL PROPOSAL"**.
  - B. Prices shall be inclusive of all taxes and quoted in the **"Appendix G"** as per scope of work / service to be rendered as per the mode selected under TOR.
1. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
  2. Financial proposal shall be submitted in specified template enclosed as annexure in the sealed envelope. The template specified for the price quote shall not be altered or modified.
  3. The total cost / unit price to be quoted in the financial proposal shall include freight insurance cost, entry/permit fees, parking charges, loading, unloading and any handling charges. It will be the responsibility of the service provider to get a transit insurance of all drugs, diagnostics, equipment and other commodities during the transit and service provider would be responsible for any loss during the transit. The cost of insurance should be included in the unit price / total price submitted in the bid. Taxes shall be included in the bid price, but quoted in a separate column as presented in the price schedule forms.
  4. Any variable cost model or any deviation from the standard format for the price bid may lead to rejection of the bidder's proposal.



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#### **4.5 Clarification of Proposal**

In case a prospective proposer requires any clarification, they may contact MMDSL by writing an email at [bryanraphaeldon@gmail.com](mailto:bryanraphaeldon@gmail.com) .

MMDSL will respond to query subject to such request is received via mail @ [bryanraphaeldon@gmail.com](mailto:bryanraphaeldon@gmail.com) on or before 14<sup>th</sup>/Feb/2024 by 1:00pm

A consolidated response (which will include the description of the inquiry without identifying its source) shall be sent to all the perspective bidders who ever requested for the clarifications or check the MMDSL website .

The response shall also be put on the MMDSL website <https://mmdsl.in/tender?id=tender>

Similarly minutes of the pre-bid meeting will be posted in the MMDSL website <https://mmdsl.in/tender?id=tender>

#### **4.6 Amendment of Proposal**

At any time prior to the deadline for submission of proposal, MMDSL has rights to amend the RFP by issuing an addendum.

All the amendment related to the RFP shall be published on website / portals where the bid is advertised. Any addendum issued should be read as a part of the RFP.

In order to afford prospective bidders reasonable time to consider the amendments in preparing their Proposals, MMDSL may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

#### **4.7 Cost**

The bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. MMDSL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

#### **4.8 Language**

The proposal, as well as all correspondence and documents relating to the bid exchanged by the bidders and MMDSL, shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are

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accompanied by translation of the relevant passages into the English language (in which case English translation of the documents shall prevail).

#### **4.9 Correction of Arithmetical Errors:-**

1. If there are any arithmetical errors in the financial bid submitted by bidder, MMDSL shall correct them on the following basis:
  - a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the estimated volume indicated in the price submission template in the bid document, the unit price shall prevail and the line item total shall be corrected for evaluation.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - d) Bidders shall be requested in writing to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the proposal.

#### **4.10 Confidential Information**

1. The Service provider shall not without the written consent of MMDSL hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by MMDSL or health facilities of Meghalaya Govt. in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Service provider may furnish to its Subcontractor such documents, data, and other information it receives from MMDSL, or health facilities of Meghalaya Govt. to the extent required for the Subcontractor to perform its service under the contract, in which event the Service provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Service provider under point.
2. The Service provider shall not use such documents, data, and other information received from MMDSL, or health facilities of Meghalaya Govt. for any purpose other than the performance of the Contract.
3. The above provisions under point **4.10 (1)** shall not in any way modify any undertaking of confidentiality given by service provider hereto prior to the date of the contract in respect of the service thereof.
4. The provisions - under point **4.10 (1)** shall survive even after completion or termination (for whatever reason), of the Contract.



#### **4.11 Corrupt and fraudulent practices**

MMDSL has a zero tolerance policy on corrupt and fraudulent practices, service provider shall neither offer a third person nor seek, accept or be promised directly or indirectly for themselves or for another person or entity, any gift or benefit that would or could be construed as an illegal or corrupt practice.

To comply with stated policy, it requires that the service provider has to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

#### **4.12 Proposal Submission**

The two envelopes containing both technical and the financial proposal shall be put in a bigger envelope, which shall be sealed and superscripted with "**RFP No.** \_\_\_\_\_" due for opening on Mention Date.

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initiated by the person or persons signing the tender. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

#### **4.13 Opening of Proposal:**

The technical and financial proposal will be opened at the time & date specified in the schedule.

#### **4.14 Proposal Validity Period and renewal of contract**

The proposal shall remain valid from the date of submission.

The contract shall be issued to selected vendor/s for the minimum period of 3 years as follows:

Initial contract period will be issued for 12 months and will be renewed subject to satisfactory performance for the remaining period of 2 years of the MMDSL. Please refer to clause 8.6 (Award Duration).

The prices quoted are fixed for one year. However, in case of increase or decrease in price of fuel, labour etc. due to unforeseen situation, the same shall only be considered / applied after the expiration of one year period of the contract. The changes in price shall be reflected in the



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subsequent period of this agreement considering the price escalation is based on individual cost components (e.g. fuel, labour, etc) and is tied to official indexes published by reliable sources.

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## SECTION - V

### 5. Evaluation of Proposal

1. The proposals will be scrutinized by the selection committee appointed by the MMDSL to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Request for Proposal Documents. The proposals, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the purchaser as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial proposals of only those proposers, who qualify on technical bid, will be considered and opened.
2. The purchaser may waive minor infirmity and/or non-conformity in a proposal, provided it does not constitute any material deviation. The decision of the purchaser as to whether the deviation is material or not, shall be final and binding on the bidders
3. Wherever necessary, the purchaser may, at its discretion, seek clarification from the bidders seeking response by a specified date. If no response is received by this date, the purchaser shall evaluate the offer as per available information.
4. The technical evaluation (based on documents submitted with the bid) of all the eligible bidders would be done in accordance with the provision mentioned in **5.2 Evaluation Criteria**.
5. The financial bids of all the bidders whoever receives **more than 60 points in technical score** (based on **sub section 5.2** Evaluation Criteria) would be opened and the total cost without taxes in the financial bid for all these bidders would be compared.
6. The total quoted rate of 3 PL for 3yrs (without taxes) in the financial bid will be used for scoring and the bidder scored the highest will be awarded with the contract. The successful bidder will be awarded contract subject to a budget cap that may be established by MMDSL.

#### 5.1 Data Sheet for Bidders

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

| S. No. | RFP Clause Reference | Data                    | Specific Instructions / Requirements                                    |
|--------|----------------------|-------------------------|---|
| 1      | 2.1, RFP Details     | Title of Services/Work: | Hiring of 3PL for transportation, distribution and emergency relocation |



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|    |                                |   |   |
|----|--------------------------------|---|---|
|    |                                |   | of essential drugs, diagnostics, equipment and other commodities  |
| 2  | 7, Eligibility Criteria        | Geographical Coverage   | All govt. health facilities and warehouses of Meghalaya State   |
| 3  | 4.8, Language                  | Language  | English   |
| 4  | 4.4, Preparation of Proposal   | Conditions for Submitting Proposals for Parts or sub-parts of the TOR                               | Not Allowed   |
| 5  | 4.4, Preparation of Proposal   | Conditions for Submitting Alternative Proposals   | Not Allowed   |
| 6  | 2.2, Schedule of Events        | A pre-bid meeting will be held on:  | MMDS, Health Complex, Laitumkhrah, Shillong, Meghalaya  |
| 7  | 4.16, Proposal Validity        | Period of Proposal Validity commencing on the submission date                                       | 6 months  |
| 8  | 4.3, Bid Security              | Bid Security Amount   | Yes, INR. 5lakh   |
| 9  | 10.2, Returnable Appendix      | Acceptable forms of Bid Security  | Bank Guarantee as per appendix – F  |
| 10 | 4.3, Bid Security              | Validity of Bid Security  | 180 days  |
| 11 | 8.7, Payment Terms             | Advance Payment upon signing of contract  | Not allowed   |
| 12 | 8.9, Liquidity Damages         | Liquidated Damages  | To be decided at the time of contractual agreement  |
| 13 | 8.8, Penalty Clause            | Penalty clause  | Applicable for delay in delivery and placement of vehicle   |
| 14 | 8.2, Performance Security      | Performance Security  | Required from selected bidder   |
| 15 | 8.7, Payment Terms             | Preferred Currency of Proposal  | Indian Rupees (INR)   |
| 16 | 4.5, Clarification of Proposal | Deadline for submitting requests for clarifications/ questions                                      | 03 working days before the submission date  |
| 17 | 4.5, Clarification of Proposal | Contact Details for submitting clarifications/questions1  | <a href="mailto:bryanraphaeldon@gmail.com">bryanraphaeldon@gmail.com</a>  |
| 18 | 4.5, Clarification of Proposal | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Direct communication to prospective Proposers by email and uploading the response sheet on MMDSL website: <a href="https://mmdsl.in/tender?id=tender">https://mmdsl.in/tender?id=tender</a> |
| 19 | 4.12, Proposal Submission      | No. of copies of Bid that must be submitted   | Only one proposal to be submitted, alternate proposals are not allowed.   |
| 20 | 1 (4), LOI                     | Bid submission address  | To be submitted in tender box at MMDSL office mentioned in RFP  |

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|    |  |  |   |
|----|--|--|---|
| 21 | 2.2, Schedule of Events                            | Deadline of Bid Submission   | Date and Time: As specified in Sec 2.2, Schedule of Events.<br><br>Note: Proposals received after the submission deadline shall not be considered for evaluation and shall stands rejected.   |
| 22 | 4.12, Proposal Submission                          | Allowable Manner of Submitting Proposals   | As per submission guidelines mentioned  |
| 23 | 4.12, Proposal Submission & 4.13, Proposal opening | Conditions and Procedures for submission and opening   | One envelop, containing Technical proposal (including registration certificate and all supporting documents) as per documents required in appendix<br><br>One envelope, containing Financial Proposal (Hard Copy) as specified in appendix  |
| 24 | 5.4, Evaluation Formula                            | Evaluation method to be used in selecting the most responsive Proposal   | Compliance on Preliminary Examination of Proposals <ul style="list-style-type: none"><li>• Compliance on Essential Eligibility/Qualification requirements</li><li>• Combined Scoring Method, using the 60%-40% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 60%</li></ul> |
| 25 | 5.2, Evaluation Criteria                           | Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only) | Please refer to appendix C (eligibility and qualification documents )   |
| 26 |  | Other documents that may be Submitted to Establish Eligibility   | Not applicable  |
| 27 | 10.2, Appendix                                     | Structure of the Technical Proposal  | Please refer to clause 4.4.1 for guidance on Technical proposal format and structure.   |
| 28 | 1, LOI   | Latest Expected date for commencement of Contract  | Will inform later   |
| 29 | 8.6, Award Duration                                | Expected duration of contract (Target Commencement Date and Completion Date)   | The contract period is minimum 3 years from date of signing of contract However, the initial contract period will be issued for 12 months and will be   |

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# MEGHALAYAN MEDICAL DRUGS & SERVICES LIMITED



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|    |                                 |  |  |
|----|---------------------------------|--|--|
|    |                                 |  | renewed subject to satisfactory performance for the remaining period of 2 years of the MMDSL.  |
| 30 | 8.4, Award criteria             | MMDSL will award the contract to:                              | Single service provider will be selected to cover the entire state.  |
| 31 | 8.4, Award Criteria             | Criteria for the Award of Contract and Evaluation of Proposals | See Tables below   |
| 32 | 5.3, Post-Qualification Actions | Post-Qualification Actions                                     | <ul style="list-style-type: none"><li>• Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted;</li><li>• Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;</li><li>• Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;</li><li>• Quality Certificate (e.g., ISO 9000, etc.) and/or other similar certificates, including Environmental Compliance Certificates, accreditations, awards and citations received by the Proposer, if any</li></ul> |
| 33 | 11, Contract                    | Conditions for Determining Contract Effectivity                | <ul style="list-style-type: none"><li>• Signing of Contract; and acceptance of MMDSL Terms &amp; Conditions and other documents</li></ul>  |
| 34 | 4.2, General Instructions       | Other Information Related to the RFP                           | Proposals are invited from the institutions/ organizations/registered company or entity only. Proposal submitted by Individuals will not be accepted.  |

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## 5.2 Evaluation Criteria

### Criteria for Essential Eligibility/Qualification requirements:

The following are the essential criteria for the bidders to qualify in the technical bid. Documentary evidences or certificates from the competent authorities should be submitted along with the bid for each of the criteria mentioned below:

| S. No | Criteria  | Documents Required   | Maximum Score |
|-------|---|--|---------------|
| 1     | The Bidder should have minimum 2 years of experience in logistics/supply chain sectors<br><2 years: 0<br>2-3: 3 points:<br>3-5:7 points<br>5+: 10points   | Copy of the Incorporation Certificate, organization profile and list of relevant contracts showcasing 5 years of experience  | 10            |
| 2     | Bidders should have current operations covering the entire state of Meghalaya either directly or through associate partners/affiliates.<br><br>and<br><br>In case of the Bidder is not present across the state, a detailed plan on how the proposer will cover the remaining part of the Meghalaya should also be enclosed with the bid.<br><br>Nos. of districts: Minimum 7 districts services` required<br><30% from the minimum nos. of districts - 0<br>≥50-69%: 3 points<br>≥70-89%: 7 points and<br>≥90: 10 points | Evidence of presence in number of districts or ability to provide services in number of pin codes of the state (example office establishment / warehouse / nodal point / ability to offer time definite solutions etc.).<br><br>Details of geographical reach of network including details of branch and sub branch offices in the state to handle distribution and redistribution in form of a map or a descriptive note. | 10            |
| 3     | The Bidder should have executed minimum three assignments in Govt./Private Sector/PSU in logistics and having the experience in pharmaceutical commodities including temperature sensitive products<br><br><2 contracts: 0<br>2-4 contracts: 2 points<br>>4 contracts: 4 points   | Copy of Contract/Purchase Order and plan completion certificates<br><br>In case, there is no prior experience of handling cold chain facility, a detailed action plan to handle the same needs to be provided (if the bidder is awarded the contract through this bidding process).  | 10            |



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| S. No | Criteria   | Documents Required  | Maximum Score |
|-------|--|---|---------------|
|       | Experience with handling Pharmaceuticals commodities including temperature sensitive products (contract for the same): 4 points  |   |               |
| 4     | Bidders must have Minimum annual turnover of ₹1 crore in the last three years (i.e. F.Y 2020-21, 2021-22, 2022-23) for bidders and its group companies combined.   | Audited financial statements of the bidders for last three years (i.e. F.Y 2020-21, 2021-22, 2022-23).  | 15            |
| 5     | ERP System for tracking of vehicles and shipment<br><br>No tracking system=0<br>Tracking system for the vehicles through GPS = 5 points<br>Shipment tracking and access to ERP system for client= 5 points   | Evidence for having an online consignment tracking system of consignment transport (e.g. a brief write up on the tracking system with web link for the same)  | 10            |
| 6     | Demonstrate how the 3PL vendor will handle wrong deliveries, late deliveries, damage goods, thefts, insurance claim<br><br>No methodology for recovery and reimbursement matrix: 0<br>Recovery Plan : Max5 points<br>Reimbursement Matrix: Max5 points | Methodology to handle the shipment and insurance details<br>The bidder will provide the step by step methodology and approach for recovery and reimbursement plan including: <ul style="list-style-type: none"><li>- Recovery plan</li><li>- Reimbursement plan matrix with timelines</li></ul> | 10            |
| 7     | Plan for Vehicles<br>No Dedicated vehicles: 0<br>Dedicated vehicles as per TOR=15<br>No FTL: 0<br>FTL as per TOR=10<br>No cold chain plan = 0<br>Cold chain mechanism as per TOR=5<br>No Surface Courier=0<br>Surface Courier as per ToR=5             | Details of the plan for each transportation mode  | 35            |

#### Notes:

1. If bidders do not meet any of the above listed criteria, their proposals **will not** be considered for further evaluation.
2. Bidders meeting above listed criteria are required to submit evidences (details / documents) in support – otherwise proposal may be disqualified.
3. The minimal passing score for a technical proposal is 60%. Only bidders that obtain a minimum score will be qualified for the financial bid.



### 5.3 Post Qualification Actions

1. Verification of accuracy, correctness and authenticity of the information provided by the bidders on the legal, technical and financial documents submitted.
2. Inquiry and reference checking with Government entities with jurisdiction on the bidders, or any other entity that may have done business with the bidder.
3. Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed.
4. Quality Certificate (e.g., ISO 9000, etc.) and/or other similar certificates, including Environmental Compliance Certificates, accreditations, awards and citations received by the bidder, if any

### 5.4 Evaluation Formula

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

1. *Rating the Technical Proposal (TP):*

**Technical Proposal Rating** = (Total Score Obtained by the offer / Max. Obtainable Score for TP) x 100

2. *Rating the Financial Proposal (FP):*

**Financial Proposal Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

**Total Combined Score:**

(TP Rating) x (Weight of TP, e.g. 60%)  
+ (FP Rating) x (Weight of FP, e.g., 40%)

---

**Total Combined and Final Rating of the Proposal**



## SECTION - VI

### 6. Terms of Reference (TOR)

#### 6.1 Background

Third Party Logistics (3PL) services under the distribution function of state public health Supply chain and service delivery will be the key component of the supply chain management of essential drug, diagnostics, equipment and other commodities. In addition to being an important component in its own right, Logistics and SCM will strongly influence the performance of last mile reach of the essential drugs, diagnostics, equipment and other commodities. Given its critical importance to program development and health program impact, 3rd party logistics service provider must be adequately resourced, operationally managed with strong financial management.

The purpose/intent of this Request for Proposal (RFP) is to hire Third Party Logistics Service providers (3PL) for transportation, distribution, relocation of Essential Drugs, diagnostics (temperature controlled), equipment and other commodities on behalf of MMDSL.

The selected bidder will establish a new arrangement for distribution of essential drugs, diagnostics, equipment and other commodities in the state of Meghalaya.

#### 6.2 Context:

MMDSL shall design and implement the supply chain management system to ensure product availability and accessibility across the service facilities in the state and enable real-time information on stock management and its flows. The 3PL services will be implemented will be technology driven to strengthen existing mechanisms with regards to the storage and availability of essential drugs, diagnostics, equipment and other commodities at different levels.

#### 6.3 Objective:

The MMDSL has the following objective with regard to 3PL services:

1. To manage the entire transportation, distribution and emergency relocation of essential drugs, diagnostics, equipment and other commodities under MMDSL from the zonal warehouse to District Warehouses and Hospital and further distribution from district warehouses to DH, CHC and PHC and re-distribution between warehouses and facilities of all essential drugs, diagnostics, equipment and other commodities.



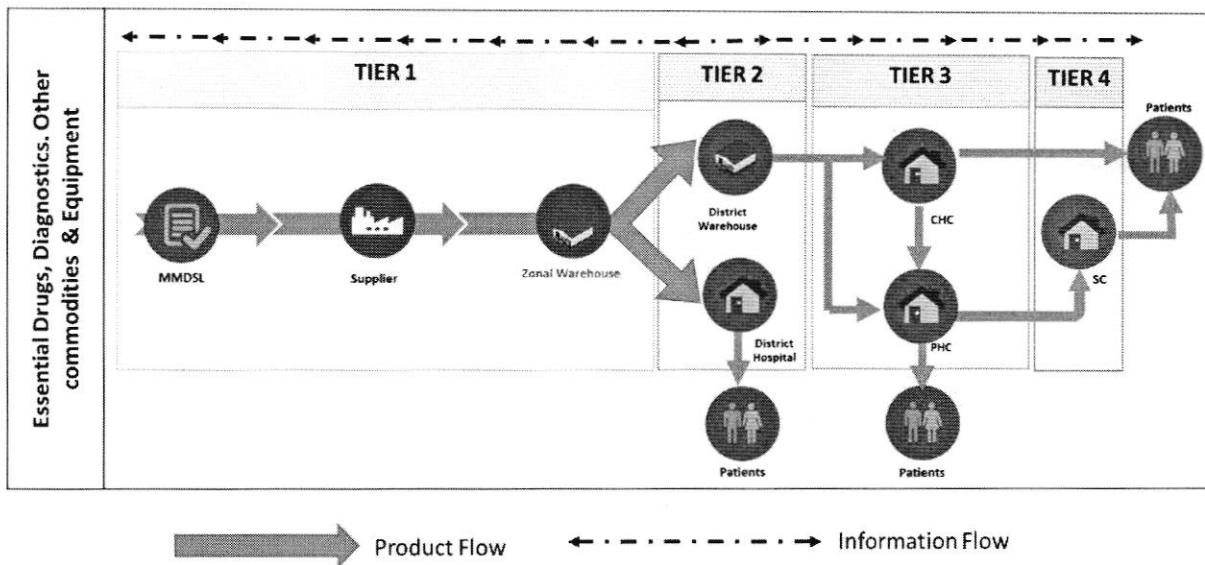
2. To ensure that commodities are transported on time and in full (OTIF) and in good condition at an optimal cost to the service delivery points as per the quantities that will be established based on information received from sites (consumption, number of patients, stock level, etc.) or indents/requests received from those points or at the instructions given by MMDSL staff including Zonal warehouses and SDPs.
3. To improve the logistic management and planning for the last mile, an in-depth knowledge of essential drugs, diagnostics, equipment and other commodities logistic management system from state to service delivery points (SDPs) .
4. The objective of this assignment is to provide the effective and efficient transportation, distribution and emergency relocation system at state, districts and below districts level of public health facility in the state of Meghalaya.

#### **6.4 Other activities:**

1. To facilitate the distribution planning, routing, documentation for essential drugs, diagnostics, equipment and other commodities across the facilities for informed decision through technology;
2. To aggregate, digitalize, protect and send accurate Information along with documents for financial management.
3. Tracking the dedicated vehicles under the MMDSL through GPS for better performance and optimization of resources available under the MMDSL
4. To provide real time data on the distribution of essential drugs, diagnostics, equipment and other commodities in the facilities through application
5. To digitalize the proof of delivery of shipment distributed through the MMDSL and get an acknowledgment / proof of delivery records and report for payment process
6. Monitor the performance of 3PL services provider and review their performance specified in the contractual agreement especially on KPIs (On time pickup, on time and in full delivery etc.)
7. To develop the route planning and route optimization for the timely delivery of shipment to the facilities;
8. To allow the ERP -API of service provider to connect with distribution application developed under the MMDSL for better management of transportation, distribution, documentation and KPIs.

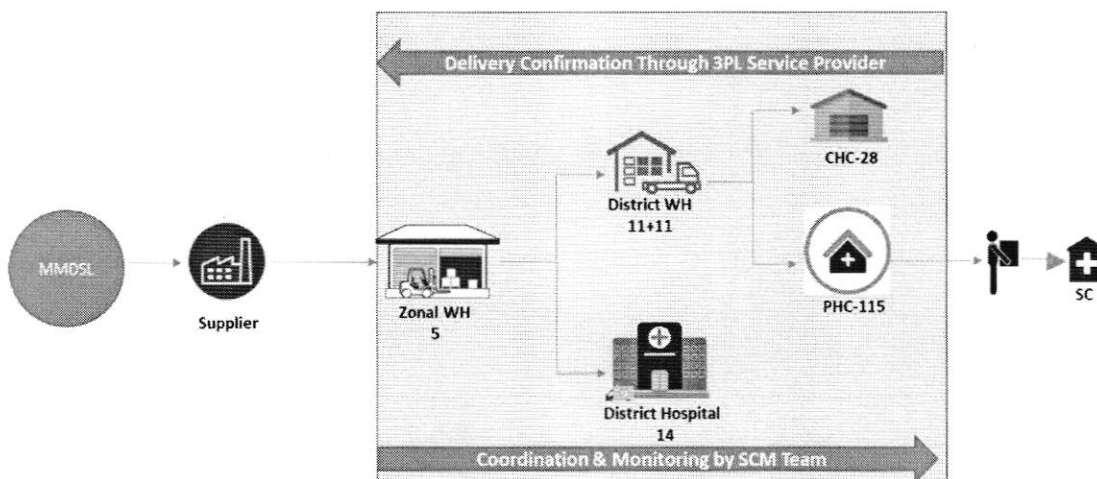


## 6.5 Flow Process of Essential Drugs, diagnostics and other commodities:



## 6.6 Scope of transportation for MMDSL:

The following flow process gives the information about the movement of goods from upstream to downstream for transportation and distribution.



**Note:** The above scope of work highlighted in blue background is tentative and MMDSL has right to increase or decrease the tiers of the supply chain based on the program requirements.

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### 6.7 Mode of Transportation expected under 3PL Contract:

|                |  |  |
|----------------|--|--|
| <b>Model 1</b> | Dedicated Vehicle in selected location for MMDSL drugs diagnostics, equipment and other commodities (without cold chain mechanism)   |  |
| <b>Model 2</b> | Full Truck Load (FTL) will be deployed whenever there is a need for additional vehicle with capacity between 1MT to 9MT for milk run |  |
| <b>Model 3</b> | Reefer Vehicle will be deployed for product requiring temperature controlled transportation  |  |
| <b>Model 4</b> | Packets less than 500 Kgs will be sent to facilities through courier services.   |  |

### 6.8 Cold Chain Mechanism for temperature control Commodities

#### 6.8.1 Temperature sensitive Commodities requiring +2°C to +8°C and -20°C

The 3PL service provider will ensure the proper packing and transport mechanism to transport and distribute the temperature sensitive commodities maintaining the temperature between +2°C and +8°C and -20°C as the case maybe.

### 6.9 Monthly requirements of transportation for both components

| Mode of Transportation   | Vehicle Capacity | Projected No. of Vehicles/ month | Comments |
|--------------------------|------------------|----------------------------------|----------|
| <b>Dedicated Vehicle</b> | 1MT              | 11                               |          |
|                          | 2.5 MT           |                                  |          |
|                          | 3.5 MT           |                                  |          |
|                          | 4.5 MT           | 1                                |          |
| <b>Full Truck Load</b>   | 1MT              | 5                                |          |
|                          | 2.5MT            | 5                                |          |
|                          | 3.5MT            | 5                                |          |
|                          | 4.5MT            | 2                                |          |

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|                |         |         |  |
|----------------|---------|---------|--|
|                | 9MT     | 1       |  |
| Reefer Vehicle | 1 MT    | 3       |  |
|                | 2.5MT   | 3       |  |
| Courier        | Surface | 500 Kgs |  |

## 6.10 Details of the vehicles:

The salient features of all the transportation models to be provided by the Service Provider to MMDSL are as follows:

### 6.10.1 Mode 1: Dedicated Vehicles

1. These vehicles shall be provided to the specified Government facility for calendar month.
2. The vehicle capacity shall be approximately 1.2 MT with closed body preferably Mahindra Bolero/Mahindra Pickup/similar vehicle of other make.
3. The vehicle shall not be more than 3 years old
4. The vehicle shall be equipped with GPS and a smart phone
5. The vehicle shall have a permanent driver and helper;
6. The vehicles shall be available at a fixed monthly rental for unlimited kilometer. The projected monthly distance run by the vehicle is approximately 3000 kilometers. The recalibration of the average monthly distance shall be subject to revision upon the actual mileage accrued subsequent to the conclusion of the initial one-year period.
7. The vehicle shall undertake distribution of all specified commodities between all specified facilities as and when required across the state.
8. Distribution shall be executed as per the distribution plan shared by the State/District/ facility
9. The vehicle shall report to the assigned Government facility on all working days at the start of the office hours
10. Any cost including maintenance, operating, spares, petrol, oil, lubricant etc. associated with vehicles shall be borne by the service provider or its vendor
11. The service provider will inform to MMDSL regarding the routine service or general maintenance in advance. The vehicle will not go beyond 2 days for service in 6 month time period. Exception will be considered for breakdown of vehicle with evidence.
12. The vehicle shall be provided at the specified Government facility within 30 days of approval from MMDSL
13. The service provider will ensure the timely payment of vendors to avoid any operational interruption.

### 6.10.2 Mode 2: Full Truck Load (FTL)

1. FTLs of 1MT, 2.5 MT, 3.5MT, 4.5MT and 9MT shall be provided to the MMDSL on need basis and shall be hired on kilometer basis with additional fixed charges for handling, loading, unloading and door to door delivery.



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2. FTLs will be provided on the MMDSL to the Government facility on need basis as per Terms of Reference (ToR)
3. Capacity of FTLs that shall be required are specified in the ToR. All the FTLs placed on the MMDSL will have covered body.
4. The FTLs shall cover multiple points as specified in the ToR.
5. The route plan for FTLs and approximate kilometer based on the Google Map. MMDSL's distribution application (DDMS) shall be approved by MMDSL and provided to the Service Provider
6. The kilometers will be calculated for to and from distance from pickup point to delivery point for all FTLs
7. Service provider shall coordinate with MMDSL and ensure placement of approved FTL within 72 hours after the approval

#### 6.10.3 Mode 4: Reefer vehicles (RV)

1. RVs of 1MT and 2.5MT shall be provided to the MMDSL on need basis and shall be hired on kilometer basis with additional fixed charges for handling, loading, unloading and door to door delivery.
2. The route plan for RVs and approximate kilometer that shall be covered by the requested RV shall be approved by MMDSL and provided to the Service Provider
3. The RVs shall cover multiple points and kilometers will be calculated To and Fro distance. The kilometers shall be considered from pickup point.
4. The route plan for RVs and approximate kilometer based on the Google Map/ through MMDSL's distribution application (DDMS) shall be approved by MMDSL and provided to the Service Provider.
5. Service provider shall coordinate with MMDSL and ensure placement of approved RV within 72 hours after the approval

#### 6.10.4 Mode 3: Courier service (surface cargo)

1. Intra state courier services shall be provided by the Service Provider for relocation of small packages
2. Service provider shall provide an ERP system for requesting and tracking of courier consignment
3. The pickup of consignment shall be ensured within 3 day from the date of request on ERP system. The delivery of consignment shall be ensured within 7 days for surface courier.

### 6.11 Roles and Responsibilities of 3PL Service Providers:

1. Arrange pick up of pre-packed shipment from Zonal and district warehouses (or any specified location) along with transportation documents.
2. Each consignment transported by the vehicle shall have a Docket and Issue voucher which shall be signed and stamped by the recipient facility on delivery of consignment.
3. Preparation of Dockets for the consignment will be the responsibility of the service provider
4. Loading and unloading from the vehicle, door to door delivery and providing proof of delivery (POD) shall be the responsibility of the driver and helper assigned to the vehicle
5. Should have one point of contact for Customer Service at the corporate office level
6. Should track individual shipment and ensure delivery as per Turn Around Time (TAT) as specified under ToR for individual mode of transport
7. Should have electronic tracking of individual shipment.

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8. Proof of Delivery should be available within 5-7 working days of delivered shipment on web portal.
9. Provide MIS for consignments booked, picked-up and delivered with pick - up and delivery date on monthly basis through mail or access to web portal.
10. The mode of transport would be as per the transportation mode selected under the contract.
11. The Service Provider should be liable to pay for any damaged or lost shipment during the transit. In such instance, MMDSL shall not be liable to pay the freight charges of damaged or lost shipment.
12. Service Provider should handle the entire freight business of all commodities of MMDSL and Pickup from one location to another across the state.
13. In order to ensure guaranteed pickup and assured deliveries, preference would be given to Service Provider having their own transportation system
14. To have controlled operations and consistent service levels, the Service Provider having Hub and Spoke Model would be preferred.
15. The contract would be between MMDSL and Service Provider thus billing should be centralized;
16. The payments for the vehicles shall be released on confirmation of its availability at the Government facility and regional staff of the MMDSL.

Effort will be made from MMDSL that payment will be released on the monthly basis for the provided services against invoice and specified supporting documents certified by the concerned authority

### **6.12 Coordination and communication with stakeholders**

1. Interact with MMDSL and SDP staff to obtain the information on distribution planning of drugs, diagnostics, equipment and other commodities under both components
2. MMDSL will be the point of contact for coordination between service provider, assigned driver and helper and Government facility
3. Discuss with MMDSL and other stakeholder to facilitate preparation of plan for secondary distribution / re-distribution which is required to be done by service provider from Zonal/ District warehouse to DH, CHC & PHC of Meghalaya.
4. Transport drugs/testing kits/ other commodities from Zonal/ District warehouse to DH, CHC & PHC of Meghalaya as per requirement after due coordination with MMDSL.
5. Relocate drugs / testing kits / other commodities between facilities as per requirement on urgent basis by fastest route based on Programme needs.
6. Monitor fulfilment of the shipment of drugs / testing kits / other commodities supplies to SDPs. Initiate corrective action promptly to resolve any discrepancies or delays in fulfilment of releases to states/districts/facility.
7. Transportation of health products in line with the provisions outlined in "good distribution practices for pharmaceutical products".
8. To maintain existing online consignment tracking system of the organization.

### **6.13 Expectations from the 3PL Service Provider**

1. Apart from the senior management team at corporate office of services provider, state-level management structure, should be proposed for handling the 3PL operation.



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2. Bidder shall share the Organogram including complaint escalation matrix of at least 3 levels to resolve the issues.
3. Timelines for various activities undertaken before, during and after transportation
  - a. Before Transportation:
    - i. The transporter would ensure that the required vehicle is placed within the following timelines at the requested location:

| Transport Model   | Placement Timelines        |
|-------------------|----------------------------|
| Dedicated Vehicle | within 15 days of approval |
| Full Truck Load   | within 24 hrs of approval  |
| Reefer Vehicle    | within 48 hrs of approval  |
| Surface Courier   | Pickup within 1 days       |

- ii. The transporter would ensure that all the transportation documents, packaging and identification of the shipment are undertaken one day prior to the pick-up of the shipment.
  - b. During Transportation: The transporter will ideally maintain the following estimated time of delivery (ETD)
  - c. After Transportation: The transporter will ensure that the PODs and signed and stamped issue vouchers are submitted to the SACS within 3 days of completion of delivery of the shipment

| Transport Model   | Distance (Kms) |           |          |  |
|-------------------|----------------|-----------|----------|--|
|                   | 0-100          | 101-300   | 301-500  | >501   |
| Dedicated Vehicle | 1-2 days       | 3-5 days  | 5-8 days | Multiple of 0-100, 101-300, 301-500 Distance |
| Full Truck Load   |                | 3 - 5 day | 5-8 days | 6-10 days                                    |
| Reefer Vehicle    |                | 3- 5 day  | 5-8 days | 6-10 days                                    |
| Surface Courier   |                | 3 days    | 5-8 days | 6-10 days                                    |

## 6.14 Documents required from 3PL Service Provider:

| S.No. | Documents  |
|-------|--|
| 1     | Summary of all Invoices on Company's letter head                         |
| 2     | Dockets signed and stamped by recipient facility for each shipment       |
| 3     | Issue Voucher signed and stamped by recipient facility for each shipment |
| 4     | Vehicle Roster of all the vehicles provided in a month                   |
| 5     | MIS of all shipments   |
| 6     | Summary of available supporting documents in specified format            |

Note: All above documents will be submitted to MMDSL in hard and soft copy

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### 6.15 Performance of 3PL Service Provider

The performance of service provider would be assessed based on key performance indicators (KPIs) and corrective actions will be recommended, if required. Further, payments for services delivered will be released after deducting penalties imposed on the service provider (if any) for non-fulfillment of following KPIs:

| S.No. | Performance Area        | Indicators  | KPI Description   | Definition   | Data Source  | Metric Type  | How to measures  |
|-------|-------------------------|---|---|--|--|--------------|--|
| 1     | Distribution / Delivery | Number of shipment picked on time                             | Picking of essential drugs, diagnostics, equipment and other commodities within prescribed time after receiving the Distribution plan/Issues Voucher from Zonal/District WH       | This indicator is defined as the percentage of shipment picked on time from Zonal/District WH based on request or distribution plan  | - Distribution plan shared with 3PL service provider<br>- Mail from MMDSL  | Quantitative | <b>Numerator:</b><br>Number of shipments picked within 3 days<br><b>Denominator:</b><br>Total number of shipments                          |
|       |                         | % of shipment delivery within acceptable delivery time window | Delivering of drugs, diagnostics, equipment and other commodities to the destination within prescribed time after obtaining the custody of the same. This will be defined in SOP. | This indicator measures the percentage of shipment arriving on time for a set delivery date during a defined period of time  | Docket issued against the Issues voucher<br><b>Note:</b> Routing and schedule of desired delivery date should be defined | Quantitative | <b>Numerator:</b><br>Number of shipment delivered within 7 days<br><b>Denominator:</b><br>Total number of shipment                         |
|       |                         | % of shipment delivered in full quantity                      | Quantities of essential drugs, diagnostics, equipment and other commodities delivered are in line with quantities collected.  | This indicator measures the percentage of shipment where the correct items and quantity of products dispatched under 3PL (dedicated/FTL/Courier) match the amount received at facilities | Comparison of Issue voucher and received voucher   | Quantitative | <b>Numerator:</b><br>Number of shipment where products shipped equals products received<br><b>Denominator:</b><br>Total number of shipment |

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| S.No. | Performance Area | Indicators   | KPI Description   | Definition   | Data Source   | Metric Type  | How to measures  |
|-------|------------------|--|---|--|---|--------------|--|
| 2     | Quality          | Number of shipment claimed under the transit insurance | The essential drugs, diagnostics and other commodities where adequately and appropriately insured during transit both with respect to period and amount of insurance. | This indicator measures the total amount claim to 3PL service provider in case of losses or damage during transportation | Complaint from receiving facilities/MMDSL against Issue voucher | Quantitative | <b>Numerator:</b><br>Number of shipment claimed under the transit insurance<br><b>Denominator:</b><br><b>Total number of shipment reported lost or damaged</b> |

### 6.16 Distribution Plan and route networking for optimization

The service provider shall support to the MMDSL to strengthen the distribution planning and route optimizations as follows:

1. Provide APIs of their ERP system to track and trace the dedicated vehicles through GPS.
2. Ensure availability of smart phone with drivers to scan the PODs and upload on the distribution application.
3. The primary route will be followed by driver through Distribution Application.
4. Tracking of all shipment through distribution applications

### 6.17 Coverage:

The service provider shall provide the service in the state of Meghalaya as per the facilities mentioned below.



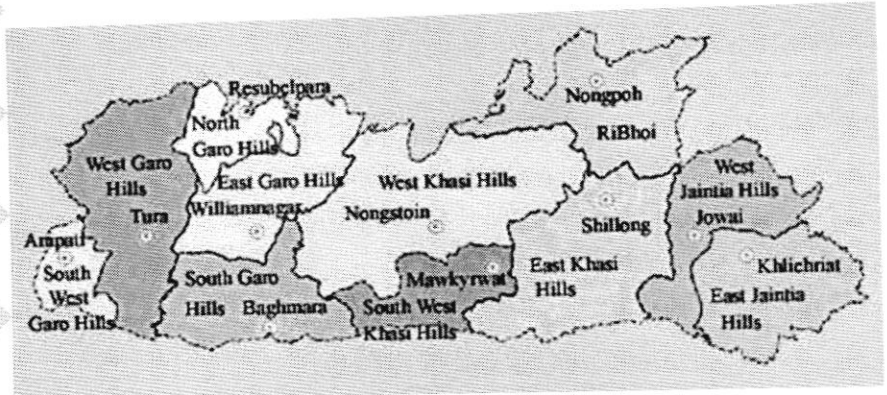
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East Khasi Hills,  
Meghalaya - 793003  
+91-9863033404 / 9863048955  
meghmdsl@gmail.com

- Zonal Warehouse • 5
- District Warehouse • 11 + 11
- District Hospitals • 14
- Community Health Centres • 28
- Public Health Centres • 115



The lists of facilities covered under the MMDSL are provided at Appendix XX. The list of health facilities, including warehouses, is subject to change based on future development.

| S.No. | Facility Type     | Facilities Level        | # Facility to be covered | Comments  |
|-------|-------------------|-------------------------|--------------------------|---|
| 1     | Warehouse         | Zonal / Districts       | 27                       | 5 Zonal warehouses + each district has 2 warehouses |
|       | District Hospital | Districts               | 14                       | Supply from Zonal Warehouse                         |
|       | CHC               | Districts/Sub Districts | 28                       | Supply from District Warehouse                      |
|       | PHC               | Block/below block level | 115                      | Supply from District Warehouse                      |
|       | <b>Total</b>      |                         |                          | <b>184</b>  |

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## SECTION - VII

### 7. Eligibility Criteria

1. A bidder may be a private entity or a government-owned entity or any combination of such entities in the form of a joint venture or group of providers (**Maximum 3**) coming together as consortium to implement the services. In the case of a joint venture, all such members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
2. No bidder can place more than one bid in any form including as a sub-contractor or a part of a joint venture.
3. The Service provider should be registered as a legal entity.
4. The Bidder shall have a **minimum of 2 years** of experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three assignments with a Government entity should be submitted in **Appendix 'D'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
5. The above experience could be demonstrated by the single bidder or the lead member of the consortium. In case of consortium bidding, aggregate financial turnover of only those members of consortium would be considered who qualify the technical eligibility independently.
6. The Bidders are not presently blacklisted/ debarred by the Purchaser or by any Govt. Entity.
7. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department;
8. The principal bidder/lead partner shall have an average **turnover of Rs 1 Crore per annum in last three financial years in logistic service**
9. In case of audited financials not being available for the last completed financial year, CA certified provisional financials should be provided
10. The principal bidder/lead partner shall be legally responsible and shall represent all consortium members, if any, in all legal matters
11. Bidders should have current operations covering at least 30% of the state either directly or through associate partners/affiliates. In case of the Bidder is not present across the Meghalaya, a detailed plan on how the bidder shall cover the remaining part of the Meghalaya should also be enclosed with the bid.
12. The bidder should have a robust ERP system for tracking of vehicles and shipment





## SECTION - VIII

### 8. Award of Contract

#### 8.1 Notification of award:

As soon as the evaluation of bids completed and the successful bidder is identified, MMDSL shall notify the successful Bidder/s, in writing, that its Bid has been accepted. The notification letter shall specify the approved rate and estimated prices of contract that MMDSL will pay to the Service provider/s in consideration of the services. At the same time, MMDSL shall also notify all other Bidders of the results of the bidding and request the unsuccessful bidder to write a letter to MD, MMDSL to collect the bid security which shall be returned upon the successful Bidder's signing the contract and furnishing the Performance Security.

MMDSL shall send the successful bidder copy of the contract / Agreement along with the notification of award to the successful bidder. Within fifteen days (15) days of receipt of the Contract / Agreement, the successful bidder shall sign, date, and return it to MMDSL along with the performance security.

#### 8.2 Performance Security

The successful bidder/ shall submit an irrevocable bank guarantee of 2.5% of the total contractual amount as performance security which should be valid for entire contractual period and an additional period of six months after the date of completion of contract. The duration of the guarantee shall be extended in case the contract period is extended subsequently. The bank guarantee shall be submitted to MMDSL before the signing of the contract by MMDSL. No bank charges / interest shall be payable by MMDSL for the bank guarantee.

#### 8.3 Right to third party assessment:

MMDSL's employees, consultants, supervisors and other experts shall have the right to assist and inspect the logistic implementation and documents or financial records related to this contract and to take out copies of extracts from all records, files, books of account of Service provider relating to the this contract. On the basis of the reports submitted by such experts, MMDSL shall suggest such corrective or remedial measure(s) as may be necessary in the interest of the logistic delivery and Service provider shall comply with such measures.



## 8.4 Award Criteria

Prior to expiration of the period of bids validity, MMDSL shall award the contract to the qualified bidder/s with the highest total score based on the evaluation method indicated in the Data Sheet (DS nos. 31 and 32).

## 8.5 Right to Vary Requirements at the Time of Award

At the time of award of Contract, MMDSL reserves the right to vary the quantity / volume of services by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

## 8.6 Award Duration

The award period covers approximately 3 year. The first phase of the contract will be for 12 months (1 Year) and the second phase contract period will be for 24 months (2 years).

In case of revision in price (fuel, labor, etc..) due to unforeseen situation a cost adjustments formula that will be based on indexes published by official authorities will be proposed to a successful bidder at the time of contract negotiations.

## 8.7 Payment Terms

Payment will be processed based on the submission of invoice and other related documents for the service under the contract.

The payment under this contract shall be released by MMDSL after due scrutiny, verification of documents submitted by service provider. Payment shall be made in Indian currency. The indicative method and conditions of payment to be made to the service provider shall be as follows:

1. Billing should be done on a monthly basis and invoices with the supporting documents should be submitted by the Service provider in the first week of the following month to MMDSL.
2. The invoice should be submitted along with following documents and timelines:

| S.No. | Dates                       | Documents   |
|-------|-----------------------------|---|
| 1     | By 5th of subsequent month  | Invoice along with summary of all invoice on company letter head or system generated documents. |
| 2     | By 20th of subsequent month | Attendance sheet & roaster of dedicated vehicle engaged for MMDSL                               |
| 3     |                             | Dockets signed and stamped by recipient / consignee facilities                                  |
| 4     |                             | Issue Voucher signed and stamped by recipient/consignee facilities                              |
| 5     |                             | Indemnity bond against the missing PODs (Dockets/issues voucher)                                |



# MEGHALAYAN MEDICAL DRUGS & SERVICES LIMITED



Government of Meghalaya

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meghmdsl@gmail.com

|   |                             |  |
|---|-----------------------------|--|
| 6 | By 30th of subsequent month | Submission of all pending dockets and Issue vouchers of previous month |
|---|-----------------------------|--|

- Effort will be made that payment be released within 30 days of the date of receipt of invoice and all other confirmatory documents as mentioned in the table above point. In case the invoice is submitted without any of the confirmatory documents, MMDSL has the right to hold the payment for pending documents and the same will be released against the documents in the subsequent months.
- Payment will be made after deduction of appropriate withholding taxes as per the applicable laws.
- The taxes included in the total amount should be mentioned separately on the invoice. The invoices not mentioning the taxes separately shall be rejected.
- The applicable taxes will be paid on actuals.
- Payment will be released after deducting penalties imposed to the service provider on for non-fulfillment of the KPIs (as mentioned in the TOR of the bid document).
- Advance payment will not be made under any circumstances.

## 8.8 Penalty Clause

### 1. Delay in placement of vehicle (Dedicated, FTL and Reefer Van)

In case the Service Provider doesn't place the allocated and approved vehicles in the specified time as per Term of Reference, the MMDSL has right to penalize @Rs. 1000 per day for delay in placement of vehicle. However, if the delay on account of force majeure such as curfew and any other calamities, the Service Provider will not be liable to pay the delay. In case of long delay, MMDSL has right to take the vehicles from the market and continue the distribution to avoid any stock out in the facilities.

### 2. Delay in Delivery of Products

In case the Service Provider does not deliver the products within the period stipulated in the Terms of Reference, the Service Provider will be liable to pay damages @ Rs.500 per delivery for delay beyond the stipulated period and the same shall be recovered from the invoice of the Service Provider. However, if the delay is on account of force majeure such as flood, heavy rains, earthquake or blocking of road by reason of any strike, the Service Provider will not be liable to pay the damages for the delay

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
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## 8.9 Liquidity Damages

As specified at clause no.8.8

## 8.10 Right to terminate or modify the terms of contract

Without prejudice to any other remedy for breach of Contract, by written notice sent to the Service provider, MMDSL may terminate the Contract in whole or in part:

1. if the Service provider continuously fails to deliver services within the period specified in the TOR and/or agreed between MMDSL and services for the services delivered.
2. if the Service provider fails to perform any other obligation under the Contract; or
3. if the Service provider, in the judgment of MMDSL has engaged in fraud and corruption in competing for or in executing the Contract.
4. MMDSL may at any time terminate the contract by giving notice to the service provider if the Service provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Service provider
5. Termination for Convenience: - MMDSL, by notice sent to the Service provider, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MMDSL's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.
6. If the contract is terminated due to non-compliance of prescribed timelines, schedule, non-observance to instructions, and violation of any condition of the contract / Bid by the service provider, then a penalty of 5% of the total MMDSL cost may be levied by MMDSL on the service provider;
7. If the service provider for any reasons whatsoever decides to terminate the contract, a written notice of termination to MMDSL shall be given with a notice period of 90 days. Payment for the work done approved till the time of termination shall be made as mutually decided between the Service provider and MMDSL.

## 8.11 Obligation of Service provider: -

The service provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods as applicable. The service provider shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to



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MMDSL, and shall at all times support and safeguard MMDSL's legitimate interest in any dealings with third Parties.

Except with the prior written consent of MMDSL, the service provider and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the service provider and its personnel make public the recommendations formulated in the course of, or as a result of the services.

Service provider shall punctually comply with all the legal requirements, statutory requirement and procedures as are necessary in connection with the execution and implementation of the said service and shall file all periodical returns, forms etc. and pay all fees, stamp duties, license fees, and other such levies imposed by the Government of India / Meghalaya Government as are required to be filed and/or paid under any applicable laws in India.

Service provider hereby irrevocably and unconditionally undertakes to keep MMDSL (Including ancillary units like warehouses and SDPs) etc. safe and harmless and to indemnify and keep MMDSL (Including ancillary units like warehouses and SDPs) etc. against all losses, damages, costs (including between attorney and client) charges and expenses that MMDSL (Including ancillary units like warehouses and SDPs) etc. may suffer or incur due to any breach or contravention of any of the terms of this agreement and/or on account of any action or inaction by the service provider and/or its agents, servants or employees and on a first demand made by MMDSL made in writing to make good all such losses and damages whether monetary or otherwise without raising any objection.

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
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## SECTION-IX

### 9. General Terms & Conditions

#### 1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of MMDSL.

#### 2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to MMDSL in connection with the performance of its services under this contract. The Contractor shall refrain from any action that may adversely affect MMDSL and shall fulfil its commitments with the fullest regard to the interests of MMDSL.

#### 3. CONTRACTORS RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and Technical competence of the employees and will select, for work under this contract, reliable individuals who will perform effectively in the implementation of this contract, respect the local customs and conform to a high standard of moral and ethical conduct.

#### 4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make any other disposition of this contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of the contract.

#### 5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of MMDSL for all sub-contractors. The approval of MMDSL of a sub-contractor shall not relieve the Contractor of any of its obligation under this contract. The terms of any sub-contract shall conform to the provisions of the contract.

#### 6. OFFICIALS NOT TO BENEFIT

The Contractor shall warrant that no official of MMDSL has received or will be offered by the Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that breach of this provision is the breach of an essential terms of the contract.



## 7. INTELLECTUAL PROPERTY INFRINGEMENT

The Contractor warrants that the use by MMDSL of the services availed under this Contract does not infringe any patent, design, trade-name or trade-mark. In addition, the Contractor shall, pursuant to this warranty, indemnify, defend and hold MMDSL harmless from any actions or claims brought against MMDSL pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the services offered under this Contract.

## 8. RIGHTS OF MMDSL

In case of failure by the Contractor to fulfil its obligations under the terms and conditions of this Contract, MMDSL may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- i. Refuse to accept all or part of services.
- ii. Cancel this Contract without any liability for termination charges or any other liability of any kind.

## 9. FORCE MAJEURE

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual Contractor shall give notice and full particulars in writing to MMDSL of such occurrence or cause if the Individual Contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual Contractor shall also notify MMDSL of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual Contractor shall also submit a statement to MMDSL of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, MMDSL shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual Contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual Contractor. The Individual Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual Contractor must perform in or for any areas in which MMDSL is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.



## 10. TERMINATION

Either party may terminate the Contract upon giving written notice to the other party. The period of notice shall be 90 days in the case of contracts. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. MMDSL may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual Contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual Contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual Contractor; (e) the Individual Contractor offers a settlement in lieu of bankruptcy or receivership; or (f) MMDSL reasonably determines that the Individual Contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual Contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by MMDSL, the Individual Contractor shall, except as may be directed by MMDSL in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed MMDSLs, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to MMDSL thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that MMDSL may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual Contractor and in which MMDSL has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, MMDSL shall only be liable to pay the Individual Contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of MMDSL in accordance with the requirements of the Contract. Additional costs incurred by MMDSL as a result of termination of the Contract by the Individual Contractor may be withheld from any amount otherwise due to the Individual Contractor by MMDSL.

## 11. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the services by the delivery date(s) stipulated in this Contract, the Contractor shall (i) immediately consult with MMDSL to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the Contractors cost (unless the delay is due to Force Majeure), if reasonably so requested by MMDSL.





## 12. ASSIGNMENT AND INSOLVENCY

- i. The Contractor shall not, except after obtaining the written consent of MMDSL, assign, transfer, pledge or make other disposition of this Contract, or any part thereof, or any of the Contractors rights or obligations under this Contract.
- ii. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, MMDSL may, without prejudice to any other rights or remedies, immediately terminate this Contract by giving the Supplier written notice of termination.

## 13. USE OF MMDSL'S NAME OR EMBLEM

The Contractor shall not use the name, emblem or official seal of MMDSL for any purpose.

## 14. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that it is furnishing goods or services to MMDSL without specific permission of MMDSL in each instance.

## 15. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the laws set forth by the Govt. of India with respect to Child Labour.

Any breach of this representation and warranty shall entitle MMDSL to terminate this Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of MMDSL.

## 16. SETTLEMENT OF DISPUTES

- iii. **Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contractor or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the applicable laws set for the by Govt. of India or according to such other procedure as may be agreed between the Parties.
- iv. **Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contractor or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the applicable laws set for the by Govt. of India

## 17. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of MMDSL, only the MMDSL Authorized Official possess the authority to agree on behalf of MMDSL to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against MMDSL unless provided by an amendment to this Agreement signed by the Contractor and jointly by the MMDSL Authorized Official.



## SECTION-X

### 10. Annexures

#### Appendix – 1

##### 10.1 Non-Returnable Annexures (Attached as Annexure 1 - 3 to this RFP)

|             |                                 |  |
|-------------|---------------------------------|--|
| Annexure 1: | List of the facilities          | Tentative, might increase and decreases as per requirement of program. |
| Annexure 2: | List of products                | Might add/remove the products as per requirements of program           |
| Annexure 3: | Detailed list of transportation | Based on the current MMDSL   |

**Note:** The above documents shall be downloaded from the link provided below:

1. <https://mmdsl.in/edl?id=edl>



## Appendix – 2

### 10.2 Returnable Bidding Forms for Technical and Financial Proposal (Attached as Appendix A- G to this RFP)

|  |                          |
|--|--------------------------|
| Appendix A: RFP – To be signed and stamped by bidder               | <input type="checkbox"/> |
| Appendix B: Proposal Submission Form                               | <input type="checkbox"/> |
| Appendix C: Eligibility documents and Qualification of the Bidders | <input type="checkbox"/> |
| Appendix D: Bidder Information Form                                | <input type="checkbox"/> |
| Appendix E: Technical Proposal                                     | <input type="checkbox"/> |
| Appendix F: Format of Bank Guarantee                               | <input type="checkbox"/> |
| Appendix G: Financial Proposal                                     | <input type="checkbox"/> |

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission.



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## Appendix B: Proposal Submission Form<sup>1</sup>

[Insert: Location]

[Insert: Date]

To: *[insert: Name and Address of MMDSL focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for Third Party Logistics (3PL) services in accordance with your Request for Proposal dated *[insert: Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal in separate files.

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- We are currently not on the removed or suspended vendor list of the MMDSL and Govt. entity or other such lists of other agencies;
- We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of MMDSL Contract for Professional Services.

We agree to abide by this Proposal for *3 years of period*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that MMDSL is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that MMDSL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Contact Details:

*[Please mark this letter with your corporate seal, if available]*

<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



## Appendix C: Eligibility and Qualification Documents

| S. No | Criteria  | Yes/No | Documents Required   |
|-------|---|--------|--|
| 1     | The Proposer should have minimum 2 years of experience in logistics/supply chain sectors  |        | Copy of the Incorporation Certificate, organization profile and list of relevant contracts showcasing 2 years of experience, and user's certificate regarding satisfactory completion of job.  |
| 2     | Bidders should have current operations covering at least 70% of the Meghalaya either directly or through associate partners/affiliates.<br><br>and<br><br>In case of the proposer is not present across the Meghalaya, a detailed plan on how the proposer will cover the remaining part of the Meghalaya should also be enclosed with the bid. |        | Evidence of presence in number of districts of Meghalaya or ability to provide services in number of pin codes of the Meghalaya (example office establishment / warehouse / nodal point / ability to offer time definite solutions etc.).<br><br>Details of geographical reach of network including details of branch and sub branch offices to handle distribution and redistribution in form of a map or a descriptive note. |
| 3     | The Proposer should have executed minimum three assignments in Govt. in logistics and having the Experience of pharmaceutical commodities including temperature sensitive products  |        | Copy of Contract/Purchase Order and plan completion certificates<br><br>In case, there is no prior experience of handling cold chain facility, a detailed action plan to handle the same needs to be provided (if the bidder is awarded the contract through this bidding process).  |
| 4     | Bidders must have Minimum annual turnover of ₹1 crore in logistics operations in the last three years (i.e. . F.Y 2020-2021, 2021-2022 and 2022-2023) for   |        | Audited financial statements of the bidders for last three years (i.e. F.Y 2020-2021, 2021-2022 and 2022-2023).  |



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| S. No | Criteria  | Yes/No | Documents Required   |
|-------|---|--------|--|
|       | bidders and its group companies combined.   |        |  |
| 5     | Organization's registration with legal authorities.   |        | <ul style="list-style-type: none"><li>• Certificate of incorporation / registration / partnership deed etc.</li><li>• Copy of the PAN Card</li><li>• Copy of GST registration number.</li><li>• In case bid submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement</li></ul> |
| 6     | Tracking of vehicles and shipment   |        | Evidence for having an online consignment tracking system of consignment transport (e.g. a brief write up on the tracking system with web link for the same)   |
| 7     | Demonstrate how the supplier will handle wrong deliveries, late deliveries, damage goods, thefts, insurance claim |        | Methodology to handle the shipment and insurance details   |
| 8     | Plan for Vehicles as per model requested.   |        | Detailed information on the various mode of transportation shall be provided by bidders as per RFP.  |

**Notes:**

1. If bidders do not meet any of the above listed criteria, their proposals will not be considered for further evaluation.
2. Bidders meeting above listed criteria are required to submit evidences (details / documents) in support – otherwise proposal may be disqualified.
3. The documents provided along with appendix C should not be required under appendix D.

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
(The document is digitally approved and does not require any Seal or Signature in original)



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MEDICAL DRUGS &  
SERVICES LIMITED**



Government of Meghalaya

Department of Health & Family Welfare,  
DHS Complex, Laitumkhrah, New Colony,  
Shillong - 793003,  
East Khasi Hills,  
Meghalaya - 793003  
+91-9863033404 / 9863048955  
meghmdsl@gmail.com

## Appendix D: Bidder Information Form

### FORM B: DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATION OF THE BIDDERS

[The vendor shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

Ref No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|  |
|--|
| 1. Vendors Name [insert Vendors legal name]  |
| 2. In case of JV, legal name of each member : [insert legal name of each member in JV]   |
| 3. Vendors actual or intended state of registration: [insert actual or intended Meghalaya of registration]   |
| 4. Vendors year of registration: [insert Vendors year of registration]   |
| 5. Vendors Address in state of registration: [insert Vendors legal address in Meghalaya of registration]   |
| 6. Vendors Authorized Representative Information<br>Name: [insert Authorized Representative's name]<br>Address: [insert Authorized Representative's Address]<br>Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]<br>Email Address: [insert Authorized Representative's email address]   |
| 7. Attached are copies of original documents of [check the box(es) of the attached original documents]<br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.<br><input type="checkbox"/> Average annual turnover for past 3 years. |



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- Copy of audited financial statements for year i.e. F.Y 2020-2021, 2021-2022 and 2022-2023)'.
- In case of JV, letter of intent to form JV or JV agreement - copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- In case of Government-owned enterprise or institution:
  - Legal and financial autonomy
  - Operation under commercial law
- Authorization letter from the Parental Company for Authorized Agent.
- Statement regarding the similar services performed in last 3 years and user's certificate regarding satisfactory completion of job for non-manufacturer and non-authorized agent.
- PAN CARD, GSTIN

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
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## APPENDIX E: TECHNICAL PROPOSAL

### Section 1: Expertise of the Firm/ Organization.

#### Technical Proposal Format

|  |  |
|--|--|
| <b>Name of Proposing Organization / Firm:</b>    |  |
| <b>State of Registration:</b>                    |  |
| <b>Name of Contact Person for this Proposal:</b> |  |
| <b>Address:</b>                                  |  |
| <b>Phone / Cell:</b>                             |  |
| <b>Email:</b>                                    |  |

#### SECTION – 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

- 1. Brief Description of Proposer as an Entity:** Provide a brief description of the organization/ firm submitting the proposal, its authorized business activities, types of activities undertaken and approximate annual budget etc. Please specify the **number of PIN Codes serving across the Meghalaya.**
- 2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.
- 3. Track Record & Experience:** Provide the following information regarding previous experience within last (5) years which are relevant to those required for this contract including 3 government projects in logistics.

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| Name of Project/Assignments | Client | Contract Value | Period of Activity | Types of Activities undertaken | References Contact Details (Name, Phone, Email) |
|-----------------------------|--------|----------------|--------------------|--------------------------------|---|
|                             |        |                |                    |                                |   |
|                             |        |                |                    |                                |   |
|                             |        |                |                    |                                |   |

4. User's certificate regarding satisfactory completion of job.

## SECTION – 2: PERSONNEL AND MANAGEMENT

1 Management Structure: Describe the overall management approach toward planning and implementing the activities. Include an organization chart for the management of the MMDSL project describing the relationship of key positions and designations and issues escalation matrix with minimum three levels.

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## APPENDIX F: FORMAT OF BANK GUARANTEE

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

**Beneficiary:** Managing Director, MMDSL, Meghalaya, Shillong

**Invitation for bid No.:**

**Date:** [Insert date of issue]

**Guarantee No.:** [Insert guarantee reference number of the bank]

**Guarantor:** [Insert name and address of the bank and place of issue]

We have been informed that \_\_\_\_\_ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Bidder ") has submitted or will submit to the Beneficiary {MMDSL} its bid (hereinafter called "the Bid") against Invitation for Bid No. \_\_\_\_\_.

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, We, Banker -----, having Head Office at -----, having its registered office at \_\_\_\_\_, and, for the purposes of this Guarantee and place where claims are payable, acting through its Branch Name \_\_\_\_\_ (Branch Code) presently situated at \_\_\_\_\_ (hereinafter referred to as "**Bank**" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Invitation for Bid No# \_\_\_\_\_, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with Banker \_\_\_\_\_ (Branch Code), Location \_\_\_\_\_, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

1. The liability of Banker \_\_\_\_\_, under this Bank Guarantee is restricted to a maximum total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and this bank guarantee is valid upto **(180 days from the last date of proposal submission)**.



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2. The liability of Banker \_\_\_\_\_, under this Bank Guarantee is finally discharged if no claim is made on behalf of MMDSL within 2 months from the date of the expiry of the validity period of this Bank Guarantee.
3. Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by -----, Branch \_\_\_\_\_ (Branch Code), Location \_\_\_\_\_, delivered by hand, courier or registered post, or by fax prior to close of banking business hours on date \_\_\_\_\_ failing which all rights under this Bank Guarantee shall be forfeited and -----, shall stand absolutely and unequivocally discharged of all of its obligations hereunder.
4. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Shillong shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----, Address \_\_\_\_\_ Branch (Branch Code), Location \_\_\_\_\_, upon:

- a) its discharge by payment of claims aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Fulfillment of the purpose for which this Bank Guarantee was issued; or
- c) Claim Expiry Date: **(180 days from the last date of proposal submission)**.

All claims under this Bank Guarantee will be payable at Banker -----, \_\_\_\_\_ Branch (Branch Code), Location \_\_\_\_\_.

**{Signature of the Authorized representatives of the Bank}**

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**APPENDIX G: FINANCIAL PROPOSAL**

**Financial Format for Dedicated Vehicles:**

| <b>Appendix - G - Price for Dedicated Vehicles</b>   |                         |                  |                      |                                       |      |                      |
|--|-------------------------|------------------|----------------------|---------------------------------------|------|----------------------|
| S.No.  | Model Type              | Vehicle Location | Management Cost (Rs) | Unit Price per vehicle Per Month (Rs) | GST% | Total Unit Cost (Rs) |
|  |                         |                  | A                    | B                                     | C    | E=A+B+D              |
| 1  | Dedicated Vehicle 1MT   | 5 Zones          |                      |                                       |      | 0.00                 |
| 2  | Dedicated Vehicle 2.5MT | 5 Zones          |                      |                                       |      | 0.00                 |
| <b>Approximate Total Annual Cost (INR)</b>   |                         |                  |                      |                                       |      |                      |
| <b>Service Clause for DV:</b>  |                         |                  |                      |                                       |      |                      |
| <ol style="list-style-type: none"> <li>The vehicle will be available at the decided location for calendar month</li> <li>Dedicated vehicle placed at District Warehouse</li> <li>The vehicle deck should be of covered body</li> <li>Diesel, maintenance, insurance, road permit, 1 Driver, 1 Helper</li> <li>Unlimited Kms; Average Kms in high burden facilities are approx 3000k</li> <li>The management cost should be considered for the managing the DV and related operation</li> </ol> |                         |                  |                      |                                       |      |                      |

**Financial Format for Full Truck Load and Refrigerated Vehicles:**

| <b>Appendix - G - Price for Full Truck Load (FTL) and Refrigerator Vehicle (RV)</b>   |                       |                                |                      |                 |      |            |
|---|-----------------------|--------------------------------|----------------------|-----------------|------|------------|
| S.No.   | Model Type            | Vehicle Details                | Running Cost, per KM | Fixed Cost (Rs) | GST% | GST        |
|   |                       |                                | A                    | B               | C    | D=(A+B)*C% |
| 1   | Full Truck Load (FTL) | Capacity 1 MT (Size 8X5X5.5)   |                      |                 |      |            |
|   |                       | Capacity 2.5 MT ( Size 10X6X6) |                      |                 |      |            |
|   |                       | Capacity 3.5 MT ( Size 14X6X6) |                      |                 |      |            |
|   |                       | Capacity 4.5 MT (Size 16X6X6)  |                      |                 |      |            |
|   |                       | Capacity 9 MT (Size 17X7X7)    |                      |                 |      |            |
| 2   | Reefer Vehicle (RV)   | 1 MT                           |                      |                 |      |            |
|   |                       | 2.5 MT                         |                      |                 |      |            |
| <b>Approximate Total Annual Cost (INR)</b>  |                       |                                |                      |                 |      |            |
| <b>Service Clause:</b>  |                       |                                |                      |                 |      |            |
| <ol style="list-style-type: none"> <li>Vehicle would be provided on need basis as per the above size</li> <li>Route and distance will be provided through the Project's 3PL application/ Google Map</li> <li>Distance for FTL/RV placement would be calculated on to and fro basis</li> <li>Loading and Unloading would be the responsibility of the service provider</li> <li>The vehicle deck should be of covered body</li> <li>Refrigerated Vehicle would be of 2-8/-20 degree temperature range</li> <li>Fixed Cost includes: Detention/Halting charges, loading, unloading, toll tax and multiple deliveries</li> <li>No other cost will be considered other than the KM and Fixed cost.</li> </ol> |                       |                                |                      |                 |      |            |

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## Financial Format for Courier Services:

### Appendix - G - Price for Courier Services (Surface Cargo)

| S. N | Model Type | Mode of Courier | Volumetric Weight        | Per KG Cost (Rs) | GST% | GST (Rs) | Total Cost/KG (Rs) |
|------|------------|-----------------|--------------------------|------------------|------|----------|--------------------|
|      |            |                 |                          | A                | B    | C=A*B%   | D=A+C              |
| 1    | Courier    | Surface         | Length*Width*Height/4000 |                  |      | 0.00     | 0.00               |

#### Approximate Total Annual Cost (INR)

#### Service Clause:

1. The quoted price includes insurance/door pick-up and delivery/docket charges
2. Minimum Chargeable weight: Surface cargo 10Kgs;
3. The rates quoted are for both Serviceable and ODA locations

## Consolidated costing:

| Mode of Transportation                 | Vehicle Capacity                 | Approx Monthly Distance (Km)/ Vehicle | Monthly Requirement           | Applicable GST | Bidder    |                   |
|--|----------------------------------|---------------------------------------|-------------------------------|----------------|-----------|-------------------|
|  |                                  |                                       |                               |                | Excl. GST | Incl. GST         |
| Dedicated Vehicle                      | 1MT                              |                                       |                               | 12%            |           |                   |
|  | 2.5 MT                           |                                       |                               | 12%            |           |                   |
|  | 3.5 MT                           |                                       |                               | 12%            |           |                   |
| Full Truck Load                        | 1MT                              |                                       |                               | 12%            |           |                   |
|  | 2.5MT                            |                                       |                               | 12%            |           |                   |
|  | 3.5MT                            |                                       |                               | 12%            |           |                   |
|  | 4.5MT                            |                                       |                               | 12%            |           |                   |
|  | 9MT                              |                                       |                               | 12%            |           |                   |
| Reefer Vehicle                         | 1 MT                             |                                       |                               | 12%            |           |                   |
|  | 2.5MT                            |                                       |                               | 12%            |           |                   |
| Courier (Max 500kgs/ Shipment)         | Approx Box Dimensions (Cubic Cm) | Approx No. of Boxes                   | Monthly Volumetric kgs Bidder | NA             | Excl. GST | Including 12% GST |
|  | 28316.85                         |                                       |                               | NA             |           |                   |
| <b>Total per Month Cost (INR)</b>      |                                  |                                       |                               |                |           |                   |
| <b>Total Annual Cost (INR)</b>         |                                  |                                       |                               |                |           |                   |
| <b>Total 3 PL Cost for 3 yrs (INR)</b> |                                  |                                       |                               |                |           |                   |

#### Note:

- Total per Month Cost (INR): Enter the cumulative sum per month
- Total per Annual Cost (INR): Enter the cumulative sum per year
- Total 3 PL Cost for 3yrs (INR): Enter the cumulative sum for 3yrs
- It is imperative to quote all of the above transportation mode. Failure to quote any will result in disqualification.
- The total 3 PL cost for 3yrs will be used for scoring and bidder with the highest score will be awarded with the contract.



## SECTION-XI

### 11. Contract

#### 11.1 Appendix – 3

#### **Draft Service Agreement for 3<sup>rd</sup> Party Logistics Services under SCMS MMDSL**

This agreement made and entered into at Shillong this \_\_\_\_\_ of \_\_\_\_\_ 2024 (Effective Date), by and between MMDSL, incorporated on 13th November 2022 under the Companies Act, 2013 (18 of 2013), with its office located in Health Complex, Laitumkhrach, Shillong ,793003, Meghalaya through its authorized representative -----, ----- (hereinafter referred to as “MMDSL”) in this agreement.

AND

-----, a company incorporated under the provision of Company Act, having its registered office at -----, PAN -----, through its authorized representative ----- (hereafter referred to as “SUPPLIER”). Terms and Scope of services.

MMDSL and Service Provider \_\_\_\_\_ are hereinafter individually referred to as the “Party” and collectively as “Parties”.

Employees, contractors, agents and consultants working with Service Provider are hereinafter jointly referred to as **Service Provider’s team**.

**WHEREAS** the Service Provider is in the business of transportation and supply chain management and has been selected through solicitation process to provide the services under this Agreement.

**AND WHEREAS** the Service Provider has represented, warranted and assured MMDSL that the Service Provider’s vehicles and its employees have necessary licenses and approvals from the concerned authorities and are in compliance with all applicable laws in India.

**AND WHEREAS** the Service Provider acknowledges and understands that the products that are to be transported comprise of ESSENTIAL drugs, Diagnostics, equipment and other commodities. The temperature is required to be maintained 2° to 8°C and -20°C for the diagnostics and the Services Provider has represented that it has appropriate expertise in transporting such products to maintain the temperature while in transit.



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**AND WHEREAS** on the basis of representations, warranties and assurances of the Services Provider, both parties have agreed to enter into the terms and conditions of this Agreement as under:

## **NOW THIS AGREEMENT IS WITNESSED AS UNDER:**

### **1. Term and Scope of Services:**

The Supplier is engaged to the MMDSL as a Third Party Logistics Services Provider for Transportation, Distribution and emergency relocation of essential Drugs, diagnostics, equipment and other commodities under MMDSL as per the terms of reference Annexure . The terms and conditions of this Agreement shall apply to each of such MMDSL Confirmation

This Agreement will commence from \_\_\_\_\_. This service agreement covers approximately 36 months in two phases. The first phase of the contract will be for 12 months and the second phase contract period will be for 24 months. In case of revision in price due to unforeseen situation, the same shall be mutually revised only after completion of 12 months of this Agreement and shall apply in the subsequent Agreement period subject to notification of Government of India.

This Agreement consist of the following documents (hereinafter called" Service Agreement Documents":

- a. Annexure \_\_\_\_\_: Term of Reference (ToR)
- b. Annexure \_\_\_\_\_: Price List
- c. Annexure \_\_\_\_\_: RFP and supplier documents etc.

The Service Agreement Documents are complimentary to each other and shall go hand in hand. However, in the event of any inconsistency among them, the terms and conditions of this Agreement shall prevail.

The Service Provider shall issue a dockets against each shipment picked up and will provide the copy of this documents to consignor and consignee and copy (PODs) of it will be submitted to MMDSL providing all details regarding the products, and date of delivery Upon delivery of the products, the Service Provider shall provide acknowledgment details and such other proofs to ensure that the products have been delivered in good condition.

MMDSL and the Supplier agree that this Agreement may be renewed for a period as decided by both the Parties through a mutual written agreement, executed not less than 7 days after the expiry of the above mentioned period.

### **2. Representations and Warranties:**

- 2.1 The supplier warrants and guarantees to provide quality and adequate "Services" to MMDSL in accordance with **Term & Scope of Services as per \_\_\_\_\_** during the Service Period respectively. "Services" during the respective time periods shall be referred to as Services collectively, and "Services during Customisation Period" and "Services during Service Period" individually. The Supplier represents and warrants its performance of only the Services under this Agreement and the Annexures hereto. The Supplier does not represent or warrant the





performance of its Services to any third party who may be the beneficiary of the services or products provided by MMDSL using the Services herein.

- 2.2 The Supplier represents and warrants that it has the necessary authorization and competency to enter into this Agreement and perform the obligations thereunder.
- 2.3 The Supplier represents and warrants that it will consult and cooperate to deliver the Services under this agreement with the employees of MMDSL and any other representative of MMDSL so authorised by MMDSL to receive services from the Supplier.
- 2.4 MMDSL and the Supplier represent and warrant that except as expressly permitted under this agreement, neither party shall attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services which are being provided in a software and/or documentation in any form, media or through any means known or unknown at the time of executing this Agreement.
- 2.5 MMDSL and the Supplier mutually represent and warrant that both parties have understood the Features as described in Annexure A to this Agreement as well as the manner in which they will be deployed at the time of providing the Services. MMDSL represents and warrants to suggest reasonable and feasible requests to customise the Services provided by Supplier.
- 2.6 The Supplier agrees that it will respond to any request by MMDSL, as per the Annexure A of the Agreement within a reasonable time.  
In case the supplier is unable to provide the requested service within stipulated timelines, MMDSL shall take the services from market in the contractual rate to ensure the availability of commodities in the facilities.
- 2.7 MMDSL represents and warrants that Services provided by the Supplier shall be used only for lawful purposes. MMDSL and the Supplier mutually represent and warrant that any data, pictures, videos, audio or any such content which may be in digital or in physical form and is stored, uploaded, downloaded, transmitted, or caused to be transmitted using in the software shall be lawful and the responsibility of MMDSL and Supplier respectively.

**3. Responsibilities of the Service Provider:**

- 3.1 The Service Provider shall perform and complete the Services described in Annexure \_\_\_\_\_ with due diligence and efficiency and in accordance with the terms of reference of this contract;
- 3.2 The Service Provider shall also provide all technical and operational support needed in order to ensure the timely and satisfactory performance of the Services;
- 3.3 The Service Provider represents and warrants the accuracy of any information or data provided to MMDSL for the purpose of entering into this service contract, as well as the quality of the services and documents foreseen under this Contract in accordance with the highest industry and professional standards;



- 3.4 The Service Provider shall ensure the security and cover all products being transported from any weather, road, or other hazardous conditions during the term of this Agreement;
- 3.5 The Service Provider shall submit to MMDSL the invoice and related supporting documents as specified hereunder according to the following schedule:

| S.No. | Dates                       | Documents   |
|-------|-----------------------------|---|
| 1     | By 5th of subsequent month  | Invoice along with summary of all invoice on company letter head or system generated documents. |
| 2     |                             | Attendance sheet & roaster of dedicated vehicle engaged for MMDSL                               |
| 3     | By 20th of subsequent month | Dockets signed and stamped by recipient / consignee facilities                                  |
| 4     |                             | Issue Voucher signed and stamped by recipient/consignee facilities                              |
| 5     |                             | Indemnity bond against the missing PODs (Dockets/issues voucher)                                |
| 6     | By 30th of subsequent month | Submission of all pending dockets and Issue vouchers of previous month                          |

**4. Payment Terms:**

4.1 The total estimated amount for 3PL service under this Agreement will not exceed INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the complete period i.e., 36 months of MMDSL starting from \_\_\_\_\_. The total estimated amount for first 12 months of this Service Agreement will not exceed INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and remaining amount INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) will be for the rest of service agreement period. In the event, this Agreement is terminated within the first phase of the contract, which is for an initial period of 12 months, then in that event, MMDSL shall not be obliged to pay any further sums to the Service Provider under this Agreement. It is understood between the parties that MMDSL has an obligation to pay to the Service Provider for the service rendered under this Agreement. In case, this Agreement is terminated pre-maturely, then MMDSL shall only be obliged to pay for the services rendered by the Service Provider till the date of termination in accordance with the terms and conditions of this Agreement.

4.2 The Service Provider shall submit an irrevocable bank guarantee of 5% of the total estimated amount mentioned under 4.1 as performance security. The bank guarantee should be valid for entire contractual period and an additional period of six months after the date of completion of contract and / or from the date of prior termination by either party. The bank guarantee shall be submitted to MMDSL before signing of the Agreement. No bank charges / interest shall be payable by MMDSL for the bank guarantee.

4.3 In the event, the Service Provider neglects or fails to perform any of the obligations under this Agreement or causes any loss to MMDSL due to any act or omission on part of the Service Provider or its

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employee(s), MMDSL shall have right to invoke the bank guarantee and realize the losses suffered by MMDSL and in case such losses cannot be recovered despite the invocation of bank guarantee, then in that event MMDSL shall have the right to initiate appropriate legal proceedings against the Service Provider for recovery of the losses suffered by MMDSL except in the case of force majeure event which is beyond the control of service provider the service provider shall not be liable any loss or damages.

4.4 The prices of 3PL services in **Annexure** \_\_\_\_\_ are fixed for the period of the contract. However, in case of revision in price especially in diesel due to unforeseen situation shall be considered / applied in the subsequent period of this Agreement subject to Government of India notification.

4.5 Payment will be processed based on the submission of invoices by the Service Provider and other related documents for the service provided under this Agreement.

4.6 Billing should be done on a monthly basis and invoices with the following supporting documents should be submitted by the Service provider in the first week of the following month to MMDSL:

| S. No. | Documents   |
|--------|---|
| 1      | Summary of all Invoices on Company's letter head              |
| 2      | Dockets signed and stamped by recipient facility              |
| 3      | Issue Voucher signed and stamped by recipient facility        |
| 4      | Vehicle Roster of all the vehicles provided in a month        |
| 5      | MIS of all shipments  |
| 6      | Summary of available supporting documents in specified format |

Note: All above documents will be submitted to MMDSL in hard and soft copies.

4.7 The taxes included in the total amount invoiced should be mentioned separately on the invoice and the invoices with the gross amounts (i.e. without identifying the taxes separately) shall be rejected. Taxes will be paid on actuals.

4.8 The payment under this Agreement shall be released by MMDSL after due scrutiny, verification of documents submitted by Service Provider.

4.9 Effort will be made to release the Payment within 45 days from the date of receipt of invoice and all other confirmatory documents as mentioned in the point 3.5, in case the invoice is submitted without any of the confirmatory documents, MMDSL has the right to reject the bill/s/ invoices and send back to Service Provider.

4.10 The payment shall be made in Indian currency (INR).

4.11 Payment shall be made by Cheque or Bank Transfer on submission of invoice from Service Provider. Statutory levies and taxes, if any, will be deducted from the payments made, for which necessary form will be furnished.

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**5. Source of Instruction**

The Service Provider shall neither seek nor accept instructions from any authority external to MMDSL and its assigned Sub Recipient (SR) in connection with the performance of its services under this Agreement. The Service Provider shall refrain from any action that may adversely affect MMDSL and shall fulfill its commitments with the fullest regard to the interests of MMDSL.

**6. Service Provider's Responsibility for Employees and sub-contracting vendors:**

The Service Provider shall be responsible for the professional and technical competence of its employees and sub-contracting vendor will select, for work under this Agreement, reliable vendor, individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.

**7. Loss of products on transit:**

If during the transit, the products are lost or damaged due to accident or any other reason whatsoever, the Service Provider will be liable for the loss or damage to the products. If the products are lost or damaged in transit, the Service Provider will immediately inform about the loss or damage along with the details regarding the place where the vehicle is parked and MMDSL will send its MMDSL representative to assess the damages. The loss along with the expenses incurred by MMDSL due to the loss or damages will be recovered from the money payable to Service Provider and / or by invoking of the bank guarantee and / or by initiating appropriate legal proceedings for recovery of the losses. The MMDSL shall not pay the cost of transportation in case of losses of shipment.

**8. Penalty Clause:**

**8.1 Delay in placement of vehicle (Dedicated, FTL and Reefer Van)**

In case the Service Provider doesn't place the allocated and approved vehicles in the specified time as per Term of Reference, the MMDSL has right to penalize @Rs. 1000 per day for delay in placement of vehicle. However, if the delay on account of force majeure such as curfew and any other calamities, the Service Provider will not be liable to pay the delay. In case of long delay, MMDSL has right to take the vehicles from the market and continue the distribution to avoid any stock out in the facilities.

**8.2 Delay in delivery of products**

In case the Service Provider does not deliver the products within the period stipulated in the Terms of Reference, the Service Provider will be liable to pay damages @ Rs.500 per delivery for delay beyond the stipulated period and the same shall be recovered from the invoice of the Service Provider. However, if the delay is on account of force majeure such as flood, heavy rains, earthquake or blocking of road by reason of any strike, the Service Provider will not be liable to pay the damages for the delay.

**9. Consents and Approvals:**

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
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The Supplier will be responsible for obtaining, and paying all costs associated with obtaining, any and all necessary consents and Governmental Approvals required in relation to the Services provided under this Agreement. Consents and approvals to be given by either Party under this Agreement shall not be unreasonably withheld or delayed. Such consents and approvals will not be construed as relieving a Party of its obligations or as a waiver of its rights under the Agreement.

**10. Compliance with Laws**

The Supplier and MMDSL shall comply, at its cost, with all applicable laws, rules, regulations, ordinances, and codes (including identifying and procuring required permits, certificates, approvals, and inspections).

**11. DATA and Security:**

Either Party shall comply with all privacy and data protection laws, rules, and regulations that are or that may in the future be applicable to the Software, Services or to information relating to customers, employees and its Affiliates.

The parties shall mutually agree on the appropriate data access and security guidelines both at system and physical data security levels in writing.

**12. Security Breach:**

Parties shall respectively notify the other party promptly upon its becoming aware of: (i) any unauthorized possession, use, or knowledge of Customer Data by any person, (ii) any attempt by any person to gain possession of Customer Data without authorization, or (iii) or any attempt to use or acquire knowledge of any Customer Data without authorization (each, a "Security Breach"). In the event of a Security Breach or reasonably likely Security Breach, the party aware of such breach shall promptly notify the appropriate personnel of the other party by telephone and e-mail and by a confirmatory written notice as soon as practicable (but in any event within five (5) Business Days) following discovery or notification of such actual or likely breach.

If such actual or likely Security Breach was due to the Supplier's acts or omissions, other than in accordance with the terms of the Agreement, Supplier shall take steps to immediately:

- i. Investigate and remediate the effects of the actual or likely Security Breach;
- ii. Provide MMDSL with reasonable assurance that safeguards consistent with Service Provider's obligations under the Agreement have been implemented;
- iii. Promptly furnish MMDSL full details that Supplier has or may obtain regarding such Security Breach and use reasonable efforts to assist MMDSL in investigating or preventing its reoccurrence;
- iv. Cooperate with MMDSL in any litigation and investigation against third parties deemed reasonably necessary by MMDSL to protect its proprietary rights; and
- v. Take all reasonable actions necessary to prevent its reoccurrence.



**13. Audits and Investigation:**

14.1 Each invoice paid by MMDSL shall be subject to a post-payment audit by auditors, whether internal or external, of MMDSL or the authorized agents of the MMDSL at any time during the term of the Agreement and for a period of three (3) years following the expiration or prior termination of the Agreement. The MMDSL shall be entitled to a refund from the Service Provider for any amounts shown by such audits to have been paid by the MMDSL other than in accordance with the terms and conditions of the Agreement. In case the auditor determines that any amount paid by MMDSL have not been used as per the clauses of the Agreement, then in that event, the Service Provider shall reimburse such funds forthwith. Where the Service Provider fails to reimburse such amount, MMDSL reserves the right to seek recovery and/or to take any other action as it deems necessary.

14.2 The Agreement acknowledges and agrees that, at any time, MMDSL may conduct investigations relating to any aspect of the Agreement, the obligations performed under this Agreement, and the operations of the Service Provider generally. The right of MMDSL to conduct an investigation and the Service Provider's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of this Agreement. The Service Provider shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any documentation for such purposes and to grant to MMDSL access to the Service Provider's premises. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by MMDSL hereunder.

**14. Insurance and Liabilities to Third Parties:**

14.1 The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property, vehicles, employees, products of MMDSL, and any equipment used for the execution of this Agreement;

14.2 The Service Provider shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement;

14.3 The Service Provider shall also provide and thereafter maintain liability insurance of an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement or the operation of any vehicles and other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement;

14.4 The Service Provider shall, upon request, provide the MMDSL with satisfactory evidence of the insurance required under this Article.

**15. Title to Equipment:**



Title to any equipment and supplies that may be furnished or procured under the MMDSL and reimbursed by MMDSL shall rest with MMDSL and any such equipment shall be returned to MMDSL at the conclusion of this Agreement or when no longer needed by the Service Provider. Such equipment, when returned to MMDSL, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear.

**16. Independent Contractor:**

The Service Provider shall perform the Agreement hereunder as an independent Contractor, it being agreed that nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent and it being further agreed that the position of the Service Provider and that of the Service Provider's services rendering the Agreement is that of an independent contractor. It is also further agreed that all persons who are employed or engaged by the Service Provider or perform work for the Service Provider (including the Service Provider's Personnel) in connection with the Agreement whether they be the Service Provider's employees, servants and agents or independent specialists or otherwise, shall be deemed to be his employees and the Service Provider shall accept full and exclusive liability for the payment of all salaries, wages, commissions and other remuneration to such persons including payment of all and any taxes, duties, fees and other impositions. The Service Provider shall indemnify MMDSL against the foregoing liabilities and any other liability that MMDSL may in law incur in respect of persons who are employed or engaged by the Service Provider by reason of such employment or engagement and the aforesaid obligation to indemnify MMDSL shall service the final payment and settlement hereunder. In the event such liability exceeds the final Payment, MMDSL would be reimbursed by the Service Provider and in default of Payment MMDSL would be entitled to take recourse to Proceedings as specified in this agreement or as provided by law.

**17. Sub – Contracting:**

In the event the Service Provider requires the services of sub-contractors, the Service Provider shall obtain the prior written approval and clearance of MMDSL for all sub-contractor. The approval of MMDSL of a sub-contractor shall not relieve the Service Provider of any of its obligations under this Agreement. The terms of any sub-contract shall be subject to and conform to the provisions of this Agreement.

**18. Infringement:**

If any item used by the Supplier to provide the Services becomes, or in the Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, then the Supplier shall promptly notify MMDSL of such claim or proceeding and at the Supplier's expense take the following actions in the following priority order: (i) secure the right to continue using the item; (ii) replace or modify the item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Services in any material way; or (iii) if neither (i) nor (ii) is available to the Supplier, remove the item from the Services and equitably adjust (reduce) the Charges payable to the Supplier. The above provision is without prejudice to the rights and remedies of MMDSL, arising by reason of any breach / infringement or misappropriation of Third Party rights by the Supplier.



**19. Termination of services:**

The service contract may be terminated due to non-compliance of prescribed timelines, schedule, non-observance of instructions of MMDSL by the Service Provider, and violation of any condition of the contract / Bid by the Service Provider. In such an event, penalty of 5% of the total MMDSL cost shall be levied by MMDSL on the Service Provider. The penalty amount should be paid by Service Provider to MMDSL within a period of 120 days from the date termination of contract. In case of any neglect or failure to pay the penalty amount, MMDSL shall have the right to adjust the same from performance security given by the Service Provider to MMDSL.

In the event, the Service Provider for any reasons whatsoever decides to terminate the contract, the Service Provide shall be under an obligation to provide prior written notice of 120 days to MMDSL. MMDSL shall only be under obligation to pay for the work done as on the date of termination. In the event of failure to provide prior written notice of 120 days, the Service Provider acknowledges and understands that substantial loss shall be caused to MMDSL and MMDSL shall be entitled to 5% of the total MMDSL cost as penalty.

**20. Non-disclosure of Information:**

Supplier acknowledges that in the course of its operations, Supplier shall gather extensive data-information, procedures, processes, methods and systems of a confidential and proprietary in nature including, without limitation, information or evaluations pertaining to grant applications and distributions, contact persons, programs of MMDSL, research data, planning data, development data, experience data, business processes, methods, know-how and other confidential information, knowledge or data used or useful in conducting the operations of MMDSL (collectively, the "Confidential Information"); that the disclosure thereof is being made by MMDSL to Supplier only because of the position of trust and confidence which Supplier will occupy and because of the agreement of Supplier to the restrictions contained herein; that all such Confidential Information is the sole property of MMDSL; that strict protection of the Confidential Information is necessary to the successful continuation of the operations of the MMDSL; and that unauthorized use or disclosure of the Confidential Information would irreparably harm MMDSL. Supplier agrees that Supplier will not directly or indirectly divulge, disclose or use at any time, either during the term of this Agreement or at any time thereafter, any Confidential Information, unless Supplier shall first have secured the written consent of MMDSL or unless such disclosure or use is both necessary in the performance of the Services.

The Supplier is expressly forbidden and has no authority during its engagement or after their cessation thereof, to issue any statement, orally or in writing either privately or in public through any media such as newspapers, magazines, television, internet, radio or otherwise about or in relation to MMDSL without any prior written approval of the Executive Director of MMDSL.

No duty of confidentiality shall apply to information that is or becomes publicly available, is already known to the Supplier, is independently acquired or developed by the Supplier or is legally required to be disclosed.





# MEGHALAYAN MEDICAL DRUGS & SERVICES LIMITED



Government of Meghalaya

Department of Health & Family Welfare,  
DHS Complex, Laitumkrah, New Colony,  
Shillong - 793003,  
East Khasi Hills,  
Meghalaya - 793003  
+91-9863033404 / 9863048955  
meghmdsl@gmail.com

## **21. Return of Proprietary Information:**

Upon termination of this Agreement, Supplier shall promptly return to MMDSL or its authorized agent all documents of any nature made, compiled by, or delivered to Supplier by MMDSL or by other persons related to the performance of the Services, and, upon payment of all fees for work performed to generate such, all documents of any nature made or compiled by Supplier in the course of performing the services, including, without limitation, any notes, memoranda, note-books, drawings, MMDSLs, financial information, research data, evaluations, methods or any other written information pertaining to MMDSL's operations, and other similar information whether or not marked "Confidential" or similarly labelled, and Supplier agrees that the same and all information and materials contained therein or relating thereto or developed by Supplier in the course of rendering the Services to MMDSL hereunder is and will at all times remain the exclusive property of MMDSL.

## **22. Intellectual Property Rights:**

All rights including copyrights, patents, designs, confidentiality rights, trademark rights, software rights and such other rights asserted by the Supplier for the software shall be the sole property of the MMDSL.

All intellectual property, including research papers, books, photographs, computer software or other literary or pictorial books which are provided by MMDSL or are stored, transmitted, processed, by the representatives of MMDSL using the Supplier's Services shall be considered works made for hire and all rights to copyright shall be held by MMDSL.

Supplier should support MMDSL on any audits being conducted by MMDSL due to any statutory requirements.

## **23. Arbitration:**

The parties hereto agree and declare that if any disputes or differences shall arise touching or concerning these presents or the interpretation thereof the parties hereto agree to resolve such disputes and differences by mutual negotiation and failing settlement by mutual negotiation the disputes and differences shall be referred to arbitration by a sole arbitrator to be appointed by mutual agreement of the parties. The arbitration shall take place in Shillong and all arbitration shall be held in accordance with the Indian Arbitration and Conciliation Act, 1996 or as may be amended from time to time. The courts located in Shillong shall have exclusive jurisdiction for all matters relating to any dispute or difference between the parties. Any award made by the Arbitrator shall be final and binding upon the parties hereto and it may be enforced by the parties hereto in the High Court of Shillong by making the same the rule of the said Honorable Court.

## **24. Claims:**

With respect to its rendering of the Services, the Service Provider shall indemnify and hold MMDSL harmless from any and all claims, liabilities and causes of action for injury to or death of any person including the Servicer Provider Personnel or for damage to or destruction of property of MMDSL or third

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
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# MEGHALAYAN MEDICAL DRUGS & SERVICES LIMITED



Government of Meghalaya

Department of Health & Family Welfare,  
DHS Complex, Laitumkhrah, New Colony,  
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East Khasi Hills,  
Meghalaya - 793003  
+91-9863033404 / 9863048955  
meghmdsl@gmail.com

parties resulting from any and all acts or omissions of the service and/or the service provider personnel in rendering the Services.

MMDSL agrees to indemnify and hold harmless Service Provider against all claims, damages, loss or expenses arising from MMDSL's disclosure of the MMDSL deliverables outside of MMDSL's internal organization or from any use of the MMDSL deliverables other than as expressly permitted in this Agreement.

Service Provider shall use reasonable efforts to correct errors in the MMDSL deliverables and shall refund fees paid for any undelivered MMDSL deliverables or that part of any erroneous MMDSL deliverables that cannot be corrected. Service Provider's total liability relating to work for any MMDSL commissioned under this Agreement shall not exceed amounts paid for such MMDSL. These remedies are exclusive.

**25. No Assignment by Supplier:**

The Supplier's obligations hereunder and rights to receive payment therefore are hereby expressly declared to be non-assignable, non-delegable, and non-transferable.

**26. Anti-Terrorism:**

The agency will not provide material support or resources to any individual or entity that commits, attempts to commit, advocate, facilitates or participates in terrorist activities, which term includes:

- 26.1 Any act prohibited pursuant to any of the United Nations Conventions and Protocol related to terrorism; or
- 26.2 An act of premeditated, politically motivated violence perpetrated against non-combatant targets by sub national groups or clandestine agents; or
- 26.3 Any other act intended to cause death or serious bodily injury to a civilian or any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or abstain from doing any act. The agency shall not deal in any manner with any organization banned / black-listed by the Indian Government as Terrorist Organization, any individual or entity designated by Ministry of Home Affairs and any individual or organization that (i) appears in the list of banned terrorist organization under Section 35 of Unlawful Activities (Prevention) Act, 1967 as may be amended from time to time or (ii) which can be found at <http://mha.nic.in/bo>

**27. Anti-Fraud & Anti-Corruption:**

The agency shall (and shall ensure that any relevant party shall):

- 27.1 Comply with all applicable laws, statutes, regulations and codes relating to anti-Fraud, Anticorruption and/or economic or financial sanctions.
- 27.2 Comply with MMDSL's Anti-Fraud and Anti-Corruption Policy in force from time to time



# MEGHALAYAN MEDICAL DRUGS & SERVICES LIMITED



Government of Meghalaya

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meghmdsl@gmail.com

## 28. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and may not be amended or modified except by a written instrument signed by both parties hereto.

## 29. Governing Law:

This Agreement shall be governed by the laws of India and jurisdiction at Meghalaya High Court.

## 30. Notice:

Any notices required hereunder shall be in writing, sent by registered post to MMDSL or Service Provider at their respective addresses set forth above, as the case may be.

## 31. Severability:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such valid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date first above written.

\_\_\_\_\_  
For MMDSL

\_\_\_\_\_  
For Service Provider

### Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

Name of the Witness: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of the Witness: \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Name of the Witness: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of the Witness: \_\_\_\_\_

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
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## 11.2 Appendix – 4

### FORMAT OF PERFORMANCE SECURITY

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

**Beneficiary:** MMDSL,

**Contract Reference No.:** -----

**Date:** [Insert date of issue]

**Guarantee No.:** [Insert guarantee reference number of the bank]

**Guarantor:** [Insert name and address of the bank and place of issue]

We have been informed that \_\_\_\_\_ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Bidder ") has submitted or will submit to the Beneficiary {MMDSL} its bid (hereinafter called "the Bid") against Contract Reference No. -----Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, We, Banker -----, having Head Office at -----, having its registered office at \_\_\_\_\_, and, for the purposes of this Guarantee and place where claims are payable, acting through its Branch Name \_\_\_\_\_(Branch Code) presently situated at \_\_\_\_\_(hereinafter referred to as "**Bank**" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **(5% of the Total Contractual Amount), (Amount in words)**, upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract Reference No# -----, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with Banker \_\_\_\_\_(Branch Code), Location \_\_\_\_\_, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

5. The liability of Banker \_\_\_\_\_, under this Bank Guarantee is restricted to a maximum total amount of **(5% of the Total Contractual Amount), (Amount in words)** and this bank guarantee is



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valid up to **(For entire contractual period and an additional period of 6 months after the date of completion of contract).**

6. The liability of Banker \_\_\_\_\_, under this Bank Guarantee is finally discharged if no claim is made on behalf of MMDSL within 2 months from the date of the expiry of the validity period of this Bank Guarantee.
7. Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by -----, Branch \_\_\_\_\_ (Branch Code), Location \_\_\_\_\_, delivered by hand, courier or registered post, or by fax prior to close of banking business hours on date \_\_\_\_\_ failing which all rights under this Bank Guarantee shall be forfeited and -----, shall stand absolutely and unequivocally discharged of all of its obligations hereunder.
8. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Shillong shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----, Address \_\_\_\_\_ Branch (Branch Code), Location \_\_\_\_\_, upon:

- d) its discharge by payment of claims aggregating to **(5% of the Total Contractual Amount)**, (Amount in words).
- e) Fulfillment of the purpose for which this Bank Guarantee was issued; or
- f) Claim Expiry Date: **(For entire contractual period and an additional period of 6 months after the date of completion of contract)**

All claims under this Bank Guarantee will be payable at Banker -----, \_\_\_\_\_ Branch (Branch Code), Location \_\_\_\_\_.

{Signature of the Authorized representatives of the Bank}

Approved By Shri Ramkumar S(Managing Director) on 09/02/2024 07:56 AM  
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