

**Request for Proposal (RFP)**

**Hiring of Third-Party Logistics (3PL) Services provider for Transportation, Distribution and emergency relocation of Anti-Retroviral (ARV) drugs, diagnostics kits and other commodities under “National Aids Control Program” (NACP) in India**

SECTION - I

## Letter of Invitation

Plan International (India Chapter) is also called as “Plan India” hereby invites sealed proposal from eligible services providers for Third Party Logistics (3PL) Service for the transportation, distribution and emergency relocation of HIV-AIDS Drugs, diagnostics and other commodities of NACP under SCM Strengthening Project (SCMSP) .

|  |  |  |
| --- | --- | --- |
| Section | Topics | Page No. |
| Section I | Letter of Invitation (LOI) | 2 |
| Section II | General Information on RFP | 4 |
| Section III | Introduction to project | 6 |
| Section IV | Instructions to Bidders | 7 |
| Section V | Evaluation of Bids | 14 |
| Section VI | Terms of Reference (TOR) | 22 |
| Section VII | Eligibility Criteria | 37 |
| Section VIII | Award of Contract | 38 |
| Section IX | General Terms and Conditions | 43 |
| Section X | Appendices (Appendix 1 to 6) & (A to G) | 48 |
| Section XI | Contract Format | 64 |

1. Bidders may download the RFP documents from the website <https://devnetjobsindia.org> and Plan India Website <https://www.planindia.org/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.
2. 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.
3. Bidders shall ensure that their proposal, complete in all respects, are dropped in the Tender Box located at Plan International (India Chapter), Plot No. 1, Community Center, Kailash Colony Extension, New Delhi 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.
4. All proposals must be accompanied by Bid Security Amount as mentioned. Proposals without bid security amount shall be rejected.
5. It shall remain the bidders’ responsibility to ensure that their proposal will reach specified address on or before the deadline indicated Sub-section 2.2. The Schedule of Events.
6. Contact Person for Inquiries (Written inquiries only):

Procurement Incharge

Email: [procurement@planindia.org](mailto:procurement@planindia.org)

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

# SECTION – II

## General Information on RFP

### RFP Details:

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Description** | Information |
| **1** | **RFP Issued by** | Plan International (India Chapter) |
| **2** | **Funding from** | National AIDS Control Organisation (NACO) under Global Fund to Fight AIDS, TB and Malaria (GFATM) Grant Cycle 7 for strengthening the supply chain management for NACP for the period 2024-2027 |
| **3** | **REF NO.** | RFP\_011\_2024 |
| **4** | **Project** | Supply Chain Management Strengthening Project  (SCMSP) for NACP |
| **5** | **Purchaser** | Plan International (India Chapter) |
| **6** | **Communication Address** | Plan International (India Chapter) 1, Community Centre, Zamrudpur,  Kailash Colony Extension, New Delhi – 110048 |

### The schedule of events:

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Description** | **Schedule** |
| 1 | Date of RFP Issue and time | 28th November 2024; 17:00 Hrs |
| 2 | Place and website for download of  RFP Enquiry Document | [https://devnetjobsindia.org](https://devnetjobsindia.org/)  https://www.planindia.org/tender/ |
| 3 | Pre-bid Meeting (Date & Time) | 3rd December 2024; 15:00 – 16:00 Hrs |
| 4 | Pre-Bid Meeting Venue | **Microsoft Teams**  [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTI2MjYxY2YtOGJlMC00NTgxLTk1ZGEtYzliYTA5MDdhYjI1%40thread.v2/0?context=%7b%22Tid%22%3a%2296306d57-5eb7-4dc4-a5bd-22a0e5cc0aab%22%2c%22Oid%22%3a%22792e3ede-565b-49e3-9e9a-7f1582ff74cc%22%7d)  Meeting ID: 327 494 691 566  Passcode: Wa7iF34T |
| 5 | Closing Date and Time of Receipt of  Proposal | 20th December 2024; 17:30Hrs |
| 6 | Time, Date and Venue of Opening of  Technical Proposal | 23rd December 2024; 15:00 – 16:00 Hrs |
| 7 | Time, Date & Venue for Technical  Presentation of short list vendors | Week starting 23rd December 2024; Final Date and Time will be conveyed by email |
| 8 | Time, Date and Venue of Opening of  Financial Proposal | Will be declared to bidders along with results of technical bid evaluation |
| 9 | Estimated timeline for award of business | Week starting 13th January 2025; Final Date and Time will be conveyed by email |

### Abbreviation:

|  |  |
| --- | --- |
| 3PL | **Third Party Logistics** |
| AIDS | **Acquired Immune Deficiency Syndrome** |
| ART | **Antiretroviral Therapy** |
| ARV | **Anti-Retroviral Medicines** |
| CD4 | **Cluster of Differentiation 4** |
| CD | **Compact Disk** |
| CMSS | **Central Medical Services Society** |
| DAPCU | **District AIDS Prevention Control Units** |
| FIART | **Facility Integrated ART** |
| GF | **Global Fund** |
| GOI | **Government of India** |
| GFATM | **The Global Fund to Fight AIDS, Tuberculosis and Malaria** |
| GST | **Goods and Service Tax** |
| HIV | **Human Immunodeficiency Virus** |
| ICTC | **Integrated Counselling and Testing Centers** |
| ILR | **Ice Lined Refrigerator** |
| ~~2~~ | **~~John Snow Inc.~~** |
| JV | **Joint Venture** |
| LAC | **Link ART Centre** |
| LFA | **Local Fund Agent** |
| LOE | **Level of Efforts** |
| MACS | **Municipal AIDS Control Society** |
| MoHFW | **Ministry of Health and Family Welfare** |
| NACO | **Nation Aids Control Organization** |
| NACP | **National AIDS Control Program** |
| NGO | **Non-Government Organization** |
| OST | **Opiate Substitution Therapy** |
| OTIF | **On time and in Full** |
| PLHIV | **People Living with HIV** |
| PA | **Procurement Agent** |
| PAN | **Permanent Account Number** |
| POD | **Proof of Delivery** |
| SR | **Sub Recipient** |
| PSM | **Procurement and Supply Management** |
| RFB | **Request for Bid** |
| RPR | **Regain plasma Reagent** |
| SACS | **State AIDS Control Societies** |
| SAHAS | **Strategic Augmentation of HIV AIDS** |
| PR | **Principle Recipient** |

# SECTION - III

## Introduction

Plan International (India Chapter) is the Sub Recipient (SR) for the HIV/AIDS Supply Chain Management Grant under the Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) for India to support NACO’s response to AIDS Epidemic to achieve the set target of 95-95-95. Plan International is the key implementing partner of National AIDS Control Organization (NACO), Ministry of Health & Family Welfare, Government of India for Supply Chain Management Strengthening Project.

The “Supply Chain Management Strengthening Project” (SCMSP) for HIV/AIDS drugs aims to strengthen the technical capacity of the National AIDS Control Organization (NACO) and State AIDS Control Societies (SACS) to design, manage and monitor supply chain for increased availability and accessibility of high-quality ARV drugs, diagnostics and other commodities under NACP across the country.

The SCMS Project will be implemented by Plan International (India Chapter) as SR in collaboration Principle Recipient (PR) and 3PL services providers (Private Sector). Plan International (India Chapter) is mandated to provide technical assistance for improvement of the supply chain of ARV drugs, diagnostics and other commodities under NACP at regional and state level. The project will also leverage the private sector for the distribution of ARV drugs, diagnostics and other commodities to ensure the availability and accessibility of program commodities across the facilities.

Plan International (India Chapter) is established in India as an Independent Non-Profit Organization Registered under Society Registration Act XXI of 1860, No. S- 30005/96 with its offices in New Delhi.

# SECTION - IV

## Instruction to bidders

### Definitions

|  |  |
| --- | --- |
| **Words** | **Definitions** |
| **Contract** | Contract refers to the agreement that will be signed by and between the Plan International (India Chapter) and the successful proposer, all the attached documents thereto, including the RFP, General Terms and Conditions and the Appendices. |
| **Data Sheet** | 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. |
| **Day** | Day refers to calendar day. |
| **Instruction to Bidder** | 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 |
| **Letter of Invitation** | LOI (Section 1 of the RFP) refers to the Letter of Invitation sent by Plan International (India Chapter) to Bidders. |
| **Material Deviation** | 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 Plan International (India Chapter) 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. |
| **Proposal** | 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. |
| **Bidder** | Bidder refers to any legal entity that may submit, or has submitted, a proposal for the provision of services requested by Plan International (India Chapter) through this RFP. |
| **Request for Proposal (RFP)** | RFP refers to the Request for Proposals consisting of instructions and references prepared by Plan International (India Chapter) for purposes of selecting the best service provider to perform the services described in the Terms of Reference. |
| **Services** | Services refers to the entire scope of tasks and deliverables requested by Plan International (India Chapter) under the RFP. |

|  |  |
| --- | --- |
| **Supplemental Information to the RFP** | Supplemental Information to the RFP refers to a written communication issued by Plan International (India Chapter) 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. |
| **Terms of Reference (TOR)** | Terms of Reference (TOR) refers to the document included in this RFP as **Section 6** 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 |

### General Instruction

1. Plan International (India Chapter) 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 Plan International (India Chapter) 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 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 per 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. Plan International (India Chapter) 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 Plan International (India Chapter). 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 between the financial interests of any person affiliated with the bidder or Plan International (India Chapter) 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 Executive Director of Plan International (India Chapter).
10. Plan International (India Chapter) 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.

### Bid Security Amount

1. The proposal shall be accompanied with an unconditional bank guarantee of an **amount of INR 50,00,000/- (Rupees Fifty Lakh only)** as bid security from any Schedule Bank in favour of Plan International (India Chapter) as per below details:

|  |  |
| --- | --- |
| Name of Account Holder | Plan International (India Chapter) SCM-GF (2024-27) |
| Bank Name | State Bank of India |
| Branch Name with complete Address | 16, Community Center, Zamrudpur GK1, New Delhi 110048 |
| IFSC Code | SBIN0001078 |
| MICR Code | 110002042 |
| Type of Account | Savings |

1. The period of validity of unconditional bank guarantee submitted as a bid security should not be less than 120 days from the last date of submission of proposal. In case the validity period is shorter than 120 days proposal shall be rejected by Plan International (India Chapter)
2. It may be noted that no proposing entity is exempt from deposit of bid security amount. Proposals submitted without security amount shall be rejected.
3. The bid security amount of unsuccessful bidder shall be returned to them without any interest, after conclusion of the resultant contract. 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.
4. 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.
5. The bidders shall bear all the costs associated with the preparation and submission of its proposal, and Plan International (India Chapter) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 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:

#### Technical Proposal

* 1. The first envelopes shall be marked in bold letter as “TECHNINCAL PROPOSAL” containing the documents listed in Appendix 2
  2. Power of attorney in favour of signatory to tender documents
  3. 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”**

#### Financial Proposal

1. The second envelope shall contain the financial proposal and shall be marked in bold letters as “FINANCIAL PROPOSAL”.
2. 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 medicines, testing kits & 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.

### Clarification of Proposal

In case a prospective proposer requires any clarification, they may contact Plan International (India Chapter) by writing an email at [procurement@planindia.org.](mailto:procurement@planindia.org)

Plan International (India Chapter) will respond to query subject to such request is received on or before **17-12-2024 at 17.30 Hrs.**

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

The response shall also be put on the Plan International (India Chapter) website (<https://www.planindia.org/tender/>) on or before **18-12-2024 at 17.30 Hrs.**

Similarly minutes of the pre-bid meeting shall be shared with all the bidders who will attend the pre-bid meeting and will also be posted in the Plan International (India Chapter) website (<https://www.planindia.org/tender/>) on or before **05-12-2024 at 17.30 Hrs**.

### Amendment of Proposal

At any time prior to the deadline for submission of proposal, Plan International (India Chapter) 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, Plan International (India Chapter) may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

### 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. Plan International (India Chapter) shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### Language

The proposal, as well as all correspondence and documents relating to the bid exchanged by the bidders and Plan International (India Chapter), 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 accompanied by translation of the relevant passages into the English language (in which case English translation of the documents shall prevail).

### Correction of Arithmetical Errors:-

If there are any arithmetical errors in the financial bid submitted by bidder, Plan International (India Chapter) shall correct them on the following basis:

1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by 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.
2. 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
3. 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.
4. 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.

### Confidential Information

1. The Service provider shall not without the written consent of Plan International (India Chapter) hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by Plan International (India Chapter), NACO, SACS and their facilities hereto 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 Plan International (India Chapter), NACO, SACS including their facilities 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 Plan International (India Chapter), NACO, SACS and their facilities 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.

### Corrupt and fraudulent practices

Plan International (India Chapter) 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.

The bidders will also comply with the GFATM Code of Conduct for suppliers. Link: [https://www.theglobalfund.org/media/3275/corporate\_codeofconductforsuppliers\_policy\_en.](https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf) [pdf](https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf)

### 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\_011\_2024”** due for opening as per the date and time mentioned 2.2 Schedule of Events

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.

### Opening of Proposal:

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

### Proposal Validity Period and renewal of contract

The proposal shall remain valid for 3 months from the date of submission.

The contract shall be issued to selected vendor/s for the period of approximately 2 years 3 months as follows:

Initial contract period will be issued for 12 months and will be renewed subject to satisfactory performance for the remaining period of the project. 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 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 in India.

# SECTION - V

## Evaluation of Proposal

1. The proposals will be scrutinized by the selection committee appointed by the Plan India 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 with taxes in the financial bid for all these bidders would be compared.
6. The bidder who gets the highest score based on the criteria defined at 5.4 Evaluation Formula

shall be selected as successful bidder and the process of entering into a rate contract will be initiated.

1. The successful bidder will be awarded contract subject to a budget cap that may be established by Plan International (India Chapter).

### 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 | Project Title: | Supply Chain Management Strengthening Project for NACP commodities |
| 2 | 2.1, RFP Details | Title of Services/Work: | Hiring of 3PL for transportation, distribution and emergency relocation of ARV Drugs, Diagnostics and other  commodities under NACP in India |
| 3 | 7, Eligibility  Criteria | Geographical Coverage | PAN India (All Districts) |
| 4 | 4.8, Language | Language | English |
| 5 | 4.4, Preparation of Proposal | Conditions for Submitting Proposals for Parts or sub-parts  of the TOR | Not Allowed |
| 6 | 4.4, Preparation  of Proposal | Conditions for Submitting  Alternative Proposals | Not Allowed |
| 7 | 2.2, Schedule of  Events | A pre-bid meeting will be held  on: | Refer Schedule of events |
| 8 | 4.16, Proposal Validity | Period of Proposal Validity  commencing on the submission date | 3 months |
| 9 | 4.3, Bid Security | Bid Security Amount | Yes, 50,00,000 INR |
| 10 | 10.2, Returnable  Appendix | Acceptable forms of Bid Security | Bank Guarantee as per appendix – F |
| 11 | 4.3, Bid Security | Validity of Bid Security | 120 days |
| 12 | 8.7, Payment  Terms | Advance Payment upon signing  of contract | Not allowed |
| 13 | 8.9, Liquidity  Damages | Liquidated Damages | To be decided at the time of contractual agreement |
| 14 | 8.8, Penalty  Clause | Penalty clause | Applicable for delay in delivery and placement of vehicle |
| 15 | 8.2,  Performance Security | Performance Security | Required from selected bidder |
| 16 | 8.7, Payment  Terms | Preferred Currency of Proposal | Indian Rupees (INR) |
| 17 | 4.5, Clarification  of Proposal | Deadline for submitting requests  for clarifications / questions | 03 working days before the submission date |
| 18 | 4.5, Clarification  of Proposal | Contact Details for submitting  Clarifications / questions | [Procurement@planindia.org](mailto:Procurement@planindia.org) |
| 19 | 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 Plan International (India Chapter) website:  <https://www.planindia.org/tender/> |
| 20 | 4.12, Proposal  Submission | No. of copies of Bid that must be  Submitted | Only one proposal to be submitted,  alternate proposals are not allowed. |
| 21 | 1 (4), LOI | Bid submission address | To be submitted in tender box at Plan India office mentioned in RFP |
| 22 | 2.2, Schedule of Events | Deadline of Bid Submission | Date and Time: As specified in Sec 2.2, Schedule of Events.  Note: Proposals received after the submission deadline shall not be considered for evaluation and shall stands rejected. |
| 23 | 4.12, Proposal  Submission | Allowable Manner of Submitting  Proposals | As per submission guidelines mentioned |
| 24 | 4.12, Proposal Submission & 4.13, Proposal opening | Conditions and Procedures for submission and opening | One envelop, containing Technical proposal (including CVs, registration certificate and all supporting documents) as per documents required in Section 10 appendix A-F  One envelope, containing Financial Proposal (Hard Copy) as specified in Section 10 appendix G |
| 25 | 5.4, Evaluation Formula | Evaluation method to be used in selecting the most responsive Proposal | Compliance on Preliminary Examination of Proposals   * Compliance on Essential Eligibility / Qualification requirements * Combined Scoring Method, using the 60% - 40% distribution for technical and financial proposals, respectively, where the minimum passing score of   technical proposal is 60% |
| 26 | 5.2, Evaluation Criteria | Required Documents that must be Submitted to Establish Qualification of Proposers (In  “Certified True Copy” form only) | Please refer to Section 10 appendix C (eligibility and qualification documents) |
| 27 |  | Other documents that may be  Submitted to Establish Eligibility | Not applicable |
| 28 | 10.2, Appendix-2 | Structure of the Technical Proposal | Please refer to clause 4.4.1 for guidance on Technical proposal format and structure. |
| 29 | 1, LOI | Latest Expected date for  commencement of Contract | 3rd February 2025 |
| 30 | 8.6, Award Duration | Expected duration of contract (Target Commencement Date and Completion Date) | The contract period is approx. 2 years 3 months from 3rd February 2025 – 31st March, 2027.  However, the initial contract period will be issued for 12 months and will be renewed subject to satisfactory performance for the remaining period of the project. |
| 31 | 8.4, Award  criteria | Plan International (India Chapter)  will award the contract to: | Single service provider will be selected covering Pan India. |
| 32 | 8.4, Award  Criteria | Criteria for the Award of Contract  and Evaluation of Proposals | See Tables below at S.no 33 |
| 33 | 5.3, Post- Qualification Actions | Post-Qualification Actions | * Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted; * Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer; * Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed; * 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 |
| 34 | 11, Contract | Conditions for Determining Contract Effectivity | * Signing of Contract; and acceptance of Plan International (India Chapter) Terms & Conditions and other   Documents |
| 35 | 4.2, General Instructions | Other Information Related to the RFP | Proposals are invited from the institutions / organizations only.   * Proposal submitted by Individuals will not be accepted. |

### 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 5 years of experience in logistics / supply chain sectors  <5 years: disqualified  5-7 years: 3 points  >7-9 years: 7 points  9+ years: 10 points | Copy of the Incorporation Certificate, organization profile and list of relevant contracts showcasing years of experience | 10 |
| 2 | Bidders should have current operations covering at least 70% of the country either directly or through associate partners/affiliates.  and  In case of the Bidder is not present across the country, a detailed plan on how the proposer will cover the remaining part of the country should also be enclosed with the bid.  <70% - disqualified,  ≥70-79%: 3 points  ≥80-89%: 7 points and  ≥90: 10 points | Evidence of presence in number of states or ability to provide services in number of districts in the country or ability to provide services in number of pin codes of the country (example office establishment / warehouse / nodal point / ability to offer time definite solutions etc.).  Details of geographical reach of network including details of branch and sub branch offices/franchisees state wise to handle distribution and redistribution in form of a map or a descriptive note with address and contact person details of each location | 10 |
| 3 | The Bidder should have executed minimum three assignments in Govt. in logistics and having the experience in pharmaceutical commodities through cold chain  <3 contracts: disqualified  >3 contracts: 5 points  Experience with handling Pharmaceuticals commodities through cold chain (contract for the same): 5 points | Copy of Contract/Purchase Order and project completion certificates  In case, there is no prior experience of handling cold chain facility, a detailed action plan to handle the same needs to be provided | 10 |
| 4 | Bidders must have Minimum annual turnover of  ₹100 crores in logistics operations in the last three years (i.e. F.Y 2021-2022, 2022-2023 and 2023-2024) for bidders and its group companies combined. | Audited financial statements of the bidders for last three years (i.e. F.Y 2021-2022, 2022-2023 and 2023-2024). | 5 |
| 5 | The Key Account Manager should be minimum graduate and have at least 5 years of  professional experience of handling the logistics operation. <5 yrs experience=0  > 1-5 graded score based on the detailed experience and qualifications in CV | Detailed CV, clearly specifying relevant experience | 5 |
| 6 | GPS & ERP for tracking of vehicles and shipment (graded score based on the submitted documents & demonstration at the time of presentation)  No tracking system=0  Tracking system for the vehicles through GPS = 1-5 points  Shipment tracking and access to ERP system for client = 1-5 points | Evidence for having an online consignment tracking system of consignment transport (e.g. a brief writeup on the tracking system with web link for the same)  Live demo of the applications at the time of presentation | 10 |
| 7 | Demonstrate how the supplier will handle wrong deliveries, late deliveries, damage goods, thefts, insurance claim (graded score based on the submitted recovery plan)  No methodology for recovery and reimbursement matrix: 0  Recovery plan: 1-7 points  Reimbursement Matrix: 1-8 points | Methodology to handle the shipment and insurance details  The bidder will provide the step by step methodology and approach for recovery and reimbursement plan including: Recovery Plan: Reimbursement plan matrix with timelines | 15 |
| 8 | Plan for Vehicles (graded score based on the submitted plan)  No Dedicated vehicles: 0  Dedicated vehicles as per TOR= 1-15  No FTL: 0  FTL as per TOR=1-5  No cold chain plan = 0  Cold chain mechanism as per TOR=1-5  No Surface Courier=0  Surface Courier as per ToR=1-5  No Air Courier=0  Air Courier as per ToR=1-5 | Details of the plan for each transportation mode and how the service will be customized as per the requirements in ToR  A detail write-up with step by step implementation process is required. | 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.

### 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

### 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

1. 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

## Terms of Reference (TOR)

### Background

The National AIDS Control Program (NACP) Phase V (2021-2026) aims to reduce annual new HIV infections and AIDS-related mortalities by 80% by 2025-26 from the baseline value of 2010. It also seeks to eliminate vertical transmission of HIV and AIDS-related stigma, while promoting universal access to quality STI/RTI services for at-risk and vulnerable populations. Achieving these targets under NACP Phase V requires addressing challenges related to procurement and supply chain management, and ensuring product availability and accessibility at the last mile, which are crucial drivers of the HIV/AIDS program under NACP.

With significant investments in programs, an expanding portfolio of products under various vertical programs, and the extension of services to wider populations and facilities, supply chains must be adaptable and responsive. Additionally, donors and policymakers demand accountability from every link in the supply chain, alongside sustainable improvements that can be maintained without indefinite funding.

Implemented nationwide with the support of a Third-Party Logistics (3PL) provider, the project aims to enhance the effectiveness of NACO’s health supply chain management. The Supply Chain Management (SCM) Strengthening project under the National AIDS Control Organization (NACO) in the Global Fund (GF) grant cycle 2024-27 will continue to address these requirements. Building on the successful models executed during the 2018-2021 and 2021-2024 grant cycles, the SCM Strengthening Project will collaborate closely with NACO and State AIDS Control Societies (SACS).

Third-Party Logistics (3PL) services have been a crucial component of the SCM project for NACO, influencing program performance towards achieving the set goals of 95-95-95. Given its critical importance to program development and national health impact, the 3PL service provider must be adequately resourced and operationally managed with robust financial oversight. Despite extensive mechanization and process standardization by the project and vendors, logistics operations at the ground level remain inherently people-centric, necessitating strong systems to manage both operations and finances on a nationwide scale.

The intent of this Request for Proposal (RFP) is to hire Third-Party Logistics (3PL) Service Providers for the transportation, distribution and relocation of Anti-Retroviral Drugs, diagnostics (temperature-controlled), and other commodities under NACP on behalf of Plan International (India Chapter) under the SCM Strengthening Project. The selected bidder will establish a specified mechanism for the distribution of HIV/AIDS medicines and consumables, seamlessly taking over the distribution activities from an existing contractor without service interruption.

### Context:

In partnership with the National AIDS Control Organization (NACO) and the Ministry of Health and Family Welfare, Government of India, Plan International (India Chapter) will implement the supply chain management system under the Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) grant for 2024-2027. This initiative aims to ensure product availability and accessibility across service facilities nationwide and to enable real-time information on stock management and flow.

The 3PL services will be technology-driven, enhancing existing mechanisms for the storage and availability of essential drugs and diagnostics at various levels. This approach will strengthen the supply chain infrastructure, ensuring that critical medical supplies are consistently available where needed, ultimately supporting the overarching goals of the NACP and improving health outcomes across the country.

### Objective:

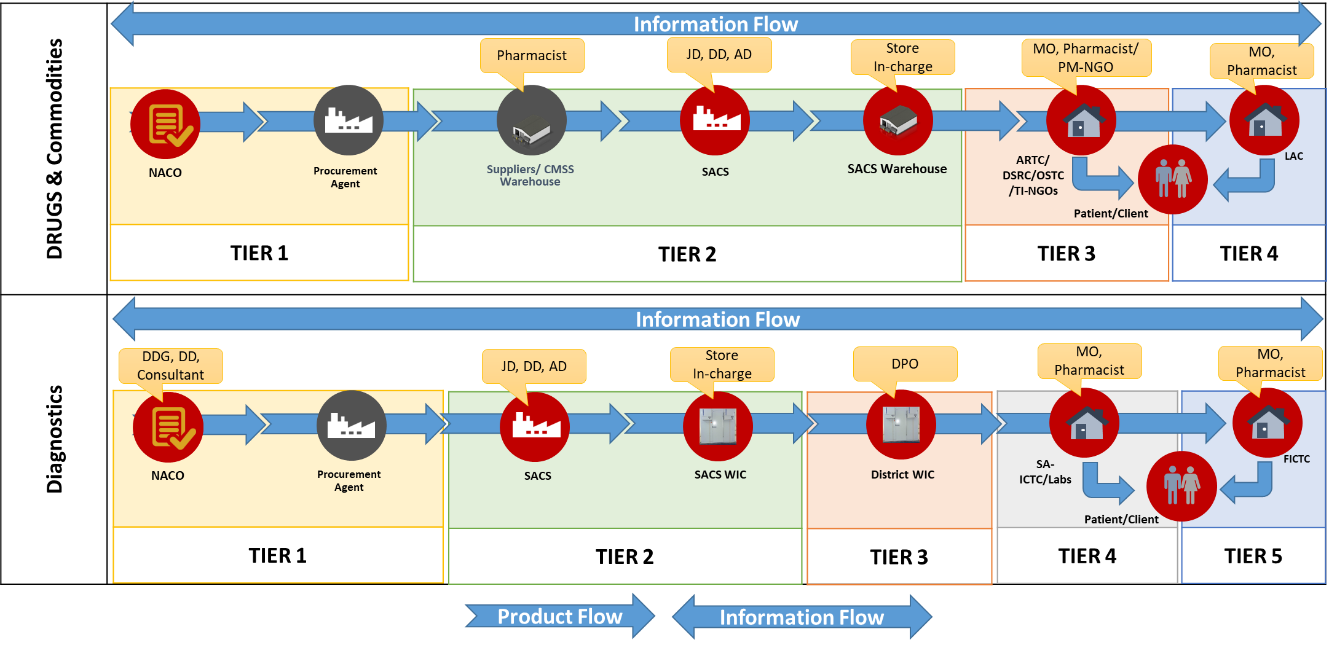
The project has the following objective:

1. To manage the entire transportation, distribution and emergency relocation of ARV drugs, Diagnostics (temperature controlled) and other commodities under NACP from SACS Warehouses and Walk-in-Coolers to ARTS, SA-ICTCs, DSRCs, OSTCs, Labs, TI-NGOs and other service delivery points.
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 project staff including SACS.
3. To improve the logistic management and planning for the last mile, an in-depth knowledge of ARV Drugs, diagnostics 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 facilities across the country.

### Other activities:

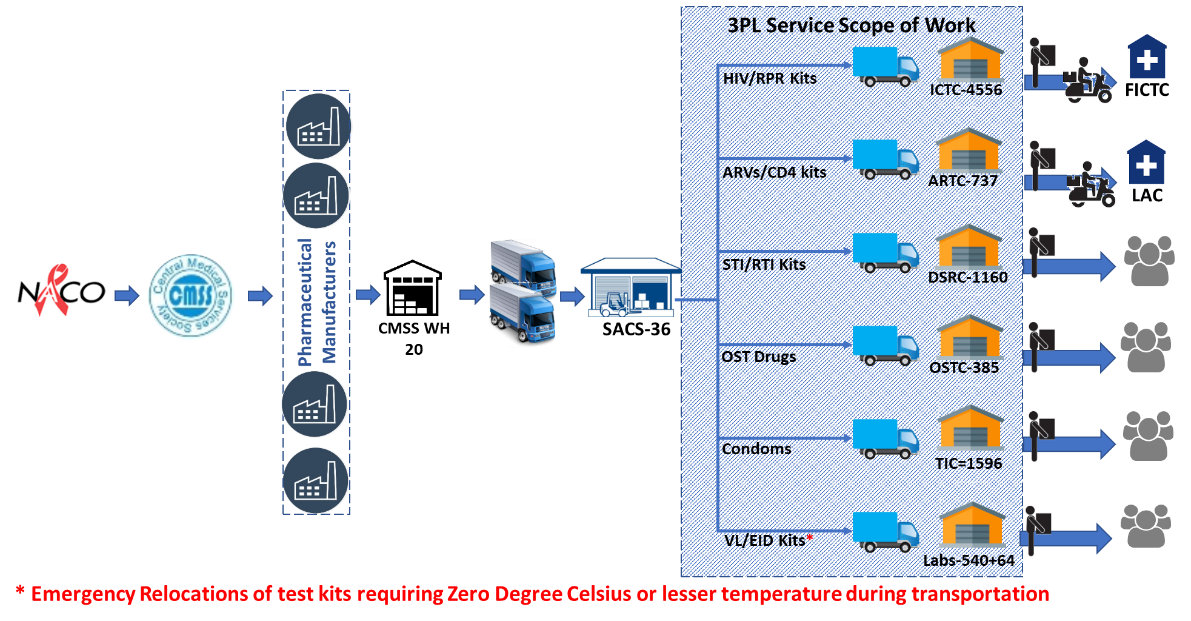
1. To facilitate the distribution planning, routing, documentation for essential drugs across the facilities for informed decision through technology;
2. To aggregate, digitalize, protect and send accurate Information along with documents for financial management.
3. Tracking the dedicated vehicles under the project through GPS for better performance and optimization of resources available under the project
4. To provide real time data on the distribution of drugs and Kits in the facilities through application
5. To digitalize the proof of delivery of shipment distributed through the project and get an acknowledgment / proof of delivery records and report for payment process. 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.)
6. To develop the route planning and route optimization for the timely delivery to shipment to the facilities
7. To allow the ERP - API of service provider to connect with distribution application developed under the project for better management of transportation, distribution, documentation and KPIs.

### Flow Process of Drugs, Diagnostics and other Commodities under NACP:



### Scope of transportation for NACO:

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 Plan International (India Chapter) has right to increase or decrease the tiers of supply chain based on the program requirements.

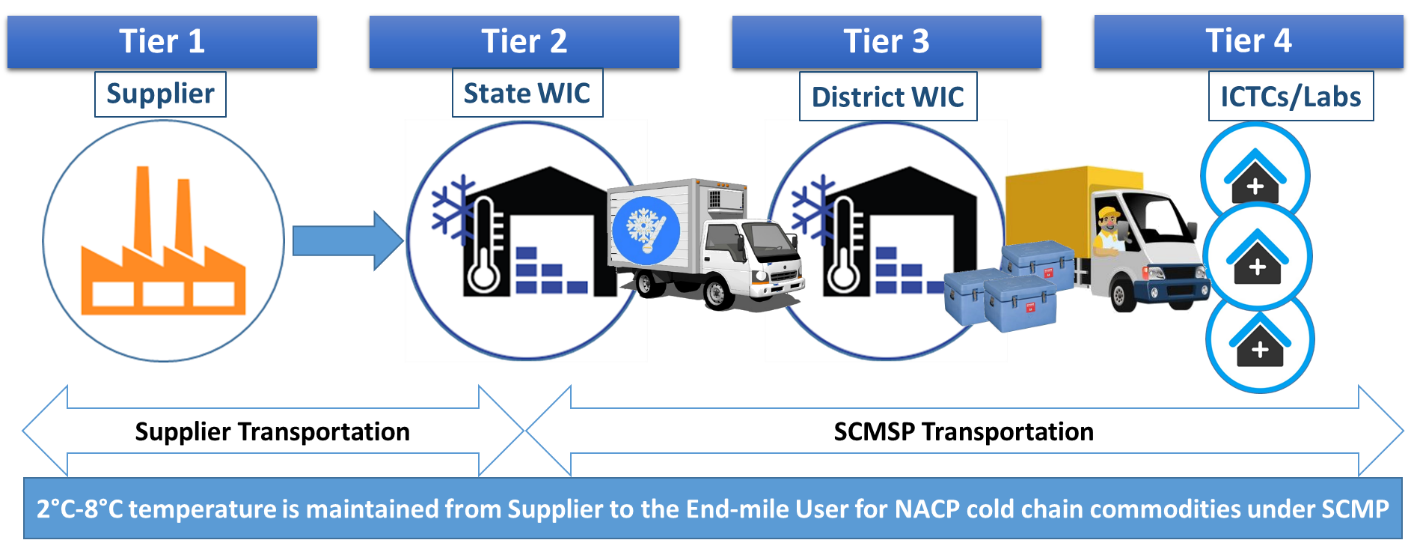
### Mode of Transportation expected under 3PL Contract:

#### 

### Cold Chain Mechanism for Diagnostic Commodities (HIV test kits etc.):

#### Distribution of Commodities requiring +2°C to +8°C

The 3PL service provider will ensure the following mechanism to transport and distribute the diagnostics, HIV, RPR Kits maintaining the temperature between +2°C and +8°C.



#### Emergency Relocation of Commodities requiring +2°C to +8°C and -20°C or less

In order to ensure the effective maintenance of the cold chain during transit in courier services, the 3PL service provider will establish the following mechanism:

### Selection of Appropriate Packaging:

* + - * + **Insulated Containers**: Use of high-quality insulated containers specifically designed for cold chain transportation. These containers should be capable of maintaining the required temperature range for extended periods.
        + **Refrigerant Packs**: Utilization gel packs, dry ice, or phase change materials as refrigerants, depending on the temperature requirements of the products. Ensure these packs are adequately pre-conditioned to the required temperature before use.
        + **Temperature-Controlled Boxes**: Consider using advanced temperature-controlled boxes that actively regulate the internal temperature.

### Temperature Monitoring:

* + - * + **Data Loggers**: Each shipment to be equipped with temperature data loggers to continuously monitor and record the temperature throughout the transit period. These devices should be capable of providing real-time alerts if the temperature deviates from the required range.

### Monthly requirements of transportation for NACP for All Mode of Transport

| **Mode of Transportation** | **Vehicle Capacity** | **Suggested Vehicle Make** | **Distance (Km)** | **Max no. of points** | **Approx. Nos. /month** | **Comments** |
| --- | --- | --- | --- | --- | --- | --- |
| **Dedicated Vehicle** | **1.0 MT**  **8L x 5W x 5.5H** | Mahindra Bolero Pick-up / Ashok Leyland Dost | **Unlimited** | **NA** | 63 | Pan India |
| **Dedicated Reefer**  **Vehicle** | **1.0 MT**  **8L x 5W x 5.5H** | Mahindra Bolero Pick-up / Ashok Leyland Dost | **Unlimited** | **NA** | 1 | Placed in West  Bengal |
| **Full Truck Load** | **1.0 MT**  **8L x 5W x 5.5H** | Mahindra Bolero Pick-up / Ashok Leyland Dost | **0-200** | **3** | 2 |  |
| **201-500** | **5** | 3 |  |
| **501-1000** | **8** | 4 |  |
| **Above 1000 Kms** | **In ratio of Excess Kms** | 4 |  |
| **2.5 MT**  **10L x 6W x 6H** | Ashok Leyland Bada Dost / Tata 407 | **0-200** | **3** | 2 |  |
| **201-500** | **5** | 3 |  |
| **501-1000** | **6** | 3 |  |
| **Above 1000 Kms** | **In ratio of Excess Kms** | 3 |  |
| **3.5 MT**  **14L x 6W x 6H** | Eicher 14 Feet | **0-200** | **1** | 2 |  |
| **201-500** | **3** | 2 |  |
| **501-1000** | **4** | 2 |  |
| **Above 1000 Kms** | **In ratio of Excess Kms** | 2 |  |
| **4.5 MT**  **17L x 7W x 7H** | Eicher 17 Feet / Eicher 19 Feet | **0-200** | **1** | 1 |  |
| **201-500** | **3** | 1 |  |
| **501-1000** | **4** | 5 |  |
|  |  | **Above 1000 Kms** | **In ratio of Excess Kms** | 5 |  |
| **9.0 MT**  **22L x 7.5W x 7H** | Tata Truck (6 Tires) /  Tata 22 Feet | **501-1000** | **1** | 1 |  |
| **1001-2000** | **2** | 1 |  |
| **2001-3000** | **3** | 1 |  |
|  | **Above 1000 Kms** | **In ratio of Excess Kms** | 1 |  |
| **Reefer Vehicle** | **1.0 MT**  **8L x 5W x 4.8H** | Mahindra Bolero Pick-up / Ashok Leyland Dost | **2000 Kms** | **Multiple** | 3 |  |
| **2.5 MT**  **9.5L x 5.5W x 5H** | Ashok Leyland Bada Dost / Tata 407 | **2000 Kms** | **Multiple** | 3 |  |
| **Courier** | **Surface** |  |  |  | 3,500 Kgs |  |
| **Air** |  |  |  | 1,500 Kgs |  |
| **2°-8° C Temp. Control** |  |  |  | 15 shpmt. |  |
| **-20° C Temp. Control** |  |  |  | 5 shpmt. |  |
| **Railway** | **Railway Cargo** |  |  |  |  |  |

**Note:** The dimensions and the make / model of the vehicles shown in the table above are indicative and may vary as per market availability. However, the capacity of the vehicles is sacrosanct and the vehicles should be provided accordingly.

### Details of the vehicles:

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

#### Mode 1: Dedicated Vehicles / Dedicated Reefer Vehicle

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/Ashok Leyland Dost/similar vehicle of any other make (manufacturer).
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; *Average monthly distance run by the vehicle is approximately 5000 kilometers in high burden states*
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 and will mark its attendance in the 3PL app (DDMS)
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 RSCMs/SACS/Facilities 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. Approximately 64 vehicles shall be placed across SACS
13. The vehicle shall be provided at the specified Government facility within 30 days of approval from Plan India
14. In case a vehicle location has to be changed or discontinued, Plan India will provide a 30-day notice for removal of vehicle beyond which the vehicle will not be paid through the project
15. The service provider will ensure the timely payment of vendors / drivers / helpers and will take care of the timely refueling of the vehicle to avoid any operational interruption.

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

1. FTLs will be provided on the project to the Government facility on need basis as per the specified slab in Terms of Reference (ToR)
2. Capacity of FTLs that shall be required on the project are specified in the ToR. All the FTLs placed on the project will have covered body.
3. The FTLs shall cover multiple points as specified in the ToR. 15% deviation may occur in the max no. of points
4. The route plan for FTLs and approximate kilometer through Project’s distribution application shall be approved by Plan India and provided to the Service Provider; there is no maximum distance limit for FTLs
5. In case the FTLs covers a distance more than the fixed kilometers specified in ToR, the additional kilometers will be charged on per kilometer basis; the no. of points covered will be as per the additional kms
6. The kilometers will be calculated for to and from distance from pickup point for all intrastate FTLs and for one-side distance from pickup to delivery point for all interstate FTLs
7. Service provider shall coordinate with its regional level staff and ensure placement of approved FTL within 72 hours after the approval

#### Mode 3: Reefer vehicles (RV)

1. RVs of 1.0 MT and 2.5 MT shall be provided on the project to the Government facility on need

basis and shall be hired on kilometer basis with additional fixed charges for handling, loading, unloading and door to door delivery.

1. The route plan for RVs and approximate kilometer that shall be covered by the requested RV shall be approved by Plan India and provided to the Service Provider
2. The RVs shall cover multiple points and kilometers will be calculated To and Fro distance. The kilometers shall be considered from pickup point.
3. The route plan for RVs and approximate kilometer through Project’s distribution application shall be approved by Plan India and provided to the Service Provider.
4. Service provider shall coordinate with its regional level staff and ensure placement of approved RV within 72 hours after the approval

#### Mode 4: Courier service (surface, air cargo, Temperature Control)

#### Surface Courier

1. Inter and Intra state courier services shall be provided by the Service Provider for relocation of small packages
2. Surface couriers shall be required for both interstate and intrastate relocations
3. Weight limit for interstate couriers shall be 300 kgs and intrastate couriers shall be 50 kgs
4. Service provider shall provide an ERP system for requesting and tracking of courier consignment
5. In case of temperature control courier, the service provider will provide appropriate packaging and pack the consignment as per temperature requirement
6. Door pickup and delivery is mandatory

#### Air Cargo

1. This service will be provided after approval from Project in case of extreme emergencies
2. Air Courier will be required only for interstate couriers only
3. Weight limit for Air cargo shall be 300kgs only
4. Door pickup and delivery is mandatory for air courier; service provider will not ask the consigner or consignee to deliver the cargo to the nearest airport
5. Service provider shall provide an ERP system for requesting and tracking of courier consignment

#### Courier requiring Dry Ice packing and handling

1. The service provider will ensure that assessment of the consignment for providing dry ice and specialized boxes is undertaken within 3 days of the request
2. The pickup would be ensured within 7 days of the request
3. It would be mandatory to put a temperature logger with the consignment
4. The data recorded in logger has to be attached along with the POD
5. Door pickup and delivery is mandatory

#### Courier requiring 2-8 Degree Centigrade temperature during transit

1. The service provider will ensure that assessment of the consignment for providing gel packs/ specialized boxes is undertaken within 3 days of the request
2. The pickup would be ensured within 7 days of the request
3. It would be mandatory to put a temperature logger with the consignment
4. The data recorded in logger has to be attached along with the POD
5. Door pickup and delivery is mandatory

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

1. Arrange pick up of pre-packed shipment from SACS/ARTC/ICTCs/OCTC/Labs/DSRCs/TICs (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 the delivery of consignment.
3. Preparation of Dockets for the consignment will be the responsibility of the service provider.
4. Loading and unloading of 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 and one point of contact at regional / state 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 system of individual shipment.
8. Proof of Delivery should be provided 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 e-mail or access to web portal.
10. The mode of transport would be as per the transportation mode selected under the contract for surface and air.
11. The Service Provider should be liable to pay for any damaged or lost shipment during the transit. In such instance, Plan India 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 NACO and Pickup from one location to another location all over India.
13. The Service Provider should have professionally trained manpower dedicated to the project as per job description Appendix ‘E’, Sec 2 ‘Personnel & Management’
14. In order to ensure guaranteed pickup and assured deliveries, preference would be given to Service Provider having their own transportation system and aviation / aircraft.
15. To have controlled operations and consistent service levels, the Service Provider having Hub and Spoke Model would be preferred.
16. The contract would be between Plan International (India Chapter) and Service Provider thus billing should be centralized;
17. The payments for the vehicles shall be released on confirmation of its availability from Government facility and regional staff on the project (RSCMs)
18. The payment will be released on the monthly basis for provided services against invoice and specified supporting documents.

### Coordination and communication with stakeholders

1. At the State level, RSCMs appointed by the SCMS Project will the first point of contact for all the personnel of 3PL service provider executing project activities
2. RSCM will be the point of contact for coordination between service provider, assigned driver and helper and Government facility.
3. The dedicated vehicles will move only when there is a distribution plan which is informed through the RSCM
4. Discuss with RSCM, SACS and other stakeholder to facilitate preparation of plan for secondary distribution / re-distribution which is required to be done by service provider from SACS warehouse ART centers, ICTCs and other facilities of NACO.
5. Transport drugs/testing kits/ other commodities from SACS to service delivery sites ARTCs, WICs, ICTCs, OSTCs, TICs, Labs as per requirement after due coordination with RSCMs and SACS.
6. Relocate drugs / testing kits / other commodities between facilities as per requirement on urgent basis by fastest route based on Program needs.
7. Monitor fulfilment of the shipment of drugs / testing kits / other commodities supplies to ART centers/Cold rooms/ILRs/ICTCs. Initiate corrective action promptly to resolve any discrepancies or delays in fulfilment and release to states/districts/facility.
8. Transportation of health products in line with the provisions outlined in “WHO good distribution practices for pharmaceutical products”.
9. To maintain existing online consignment tracking system of the organization.

### Expectations from the bidders

1. Apart from the senior management team at corporate office of services provider, regional, state-level management structure, should be proposed for handling the 3PL operation.
2. Minimum team size should be one (01) as key account manager and two (02) operation coordinators.
3. The key account manager should be graduate with minimum 5 years of professional experience of handling transportation and customer relationship management.
4. Coordinator should be proposed with minimum qualification as graduate and 3 year of experience in logistics domain.
5. Bidder shall share the Organogram including complaint escalation matrix of at least 3 levels to resolve the issues.
6. Timelines for various activities undertaken before, during and after transportation
   1. Before Transportation: The transporter would ensure that the required vehicle is placed within following timelines at the requested location:

| Transport Model | Placement Timelines |
| --- | --- |
| Dedicated Vehicle | within 30 days of approval |
| Full Truck Load | within 72 hours of approval |
| Reefer Vehicle | within 72 hours of approval |
| Surface Courier | Pickup within 3 days of request |
| Air Cargo | Pickup within 3 days of request |
| Temperature Control Shipment | Pickup within 7 days of request |

* 1. 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
  2. During Transportation: The transporter will ideally maintain following estimated time of delivery (ETD)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Transport Model | Distance (Kms) | | | |
| **0-200** | **201-500** | **501-1000** | **>1001** |
| Dedicated Vehicle | 3-5 day | 4-7 days | 6-10 days | Multiple of 0-  200, 201-500,  501-1000 etc.  Distance |
| Full Truck Load | 3-5 day | 4-7 days | 6-10 days |
| Reefer Vehicle | 3-5 day | 4-7 days | 6-10 days |
| Surface Courier | 3 days | 4-7 days | 6-10 days |
| Air Cargo | NA | 3 days | 3 days | 3 days |
| Temperature Control | NA | 3 days | 3 days | 3 days |

* 1. 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

### Documents required from 3PL Service Provider:

|  |  |
| --- | --- |
| **S.No.** | **Documents** |
| **1** | Summary of all Invoices on Company’s letter head |
| **2** | Attendance sheet & Roster of 3PL staff engaged on Project |
| **3** | Inventory of Cold Chain Items on Company’s letter head in specified format |
| **4** | Dockets, signed and stamped by recipient facility for each shipment |
| **5** | Stock Transfer Note / Issue Voucher, signed and stamped by recipient facility for each  shipment |
| **6** | Vehicle Roster of all the vehicles provided in a month |
| **7** | MIS of all shipments with actual booking and delivery dates preferably matching the dates on docket |
| **8** | Summary of available supporting documents in specified format |

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

### General Goods Distribution Practices (GDP) Guidelines for Transportation and In-transit Products

1. Delivery schedules should be established and routes planned, taking local needs and conditions into account. Such schedules and plans should be realistic and systematic. Security risks should also be considered when planning the schedules and routes of the delivery.
2. Vehicles and containers should be loaded carefully and systematically, where applicable on a first-out/last-in basis, to save time when unloading, prevent physical damage and reduce security risks. Extra care should be taken during loading and unloading of cartons to avoid damage.
3. Products and shipment containers should be secured to prevent or provide evidence of unauthorized access. Vehicles and operators should be provided with additional security, as appropriate, to prevent theft and other misappropriation of products during transportation.
4. Pharmaceutical products should be stored and transported in accordance with procedures such that:
5. The identity of the product is not lost.
6. The product does not contaminate and is not contaminated by other products.
7. Adequate precautions are taken against spillage, breakage, misappropriation and theft.
8. Appropriate environmental conditions are maintained, e.g. using cold chain for thermolabile products.
9. The required storage conditions for pharmaceutical products should be maintained within acceptable limits during transportation. If a deviation has been noticed during transportation by the person or entity responsible for transportation, this should be reported to the distributor and recipient.
10. Products containing narcotics and other dependence-producing substances should be transported in safe and secure containers and vehicles and be stored in safe and secure areas.
11. Spillages should be cleaned up as soon as possible to prevent possible contamination, cross- contamination and hazards.
12. The interiors of vehicles and containers should remain clean and dry while pharmaceutical products are in transit.
13. Packaging materials and shipment containers should be of suitable design to prevent damage of pharmaceutical products during transport.
14. Drivers of vehicles should identify themselves and present appropriate documentation to demonstrate that they are authorized to transport the load.
15. Damage to containers and any other event or problem that occurs during transit must be recorded and reported to the relevant department, entity or authority, and investigated.
16. Pharmaceutical products in transit must be accompanied by the appropriate documentation.

### 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 measure** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | **Distribution / Delivery** | Number of shipmen t picked on time | Picking of ARV drugs, testing kits, other commodities within prescribed time after receiving the Distribution Plan/STN/Issue Voucher from SACS/NACO/~~JSI~~/Plan | This indicator is defined as the percentage of shipment picked on time from SACS/facilities based on request or distribution plan | * Distribution plan shared with 3PL service provider * Mail from RSCM/SAC S | Quantitative | **Numerator:** Number of shipment picked within 3/7 days (as applicable) **Denominator:** Total number of shipment |
|  |  | % of shipmen t delivery within acceptable delivery time window | Delivering of drugs, testing kits 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/AWB issued against the STN/Issues voucher **Note:** Routing and schedule of desired delivery date should be defined | Quantitative | **Numerator:** Number of shipment delivered within 7 days **Denominator:** Total number of shipment |
|  |  | % of shipment delivered in full quantity | Quantities of ARV drugs, testing kits 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/Co urier) match the amount received at facilities | * Comparison of Issue voucher and received voucher | Quantitative | **Numerator:** Number of shipment where products shipped equals products received **Denominator: Total number of shipment** |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 2 | **Quality** | % of shipment resulting in products loss or damage | Transporting the ARV drugs, testing kits and other commodities in line with the provisions outlined in “WHO good distribution practices for pharmaceutical products” e.g. maintain the  Temperature between 2-8 degrees for  testing kits | This indicator measures the percentage of shipment arriving in good condition without damage to the products  e.g. temperature maintained during transit | Visual inspection/Tempera ture logger data/ confirmation from facilities | Quantitative | **Numerator:** Number of shipment arriving with losses or damaged products **Denominator:** Total number of shipment received |
|  |  | Number of shipmen t claimed under the transit insurance | The ARV drugs, testing kits 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 Vendor in case of losses or damage during transportation | Complaint from receiving facilities/SACS against delivery note/STN/Issu e voucher | Quantitative | **Numerator:** Number of shipment claimed under the transit insurance **Denominator: Total number of shipment reported lost or**  **Damaged** |
| 3 | **Responsiveness** | % of emergency deliveries of ARV Drugs and Testing Kits delivered within required period | The relocation requested to 3PL service provider for emergency delivery in case of stock out in the facilities | This indicator measures the response time of 3PL service provider to pick and deliver the ARV drugs to the facilities in case of stock out situation | Docket/STN/Issue/ receiving voucher | Quantitative | **Numerator:** Number of shipment delivered within 7 days **Denominator: Total number of emergency request** |
|  |  | Number of issues on 3PL  services resolved within time frame given by Plan India | Time to resolve any issues related to 3PL service. | This indicator measures the issues related to 3PL service to selected vendor and time taken to resolved it | Issues tracker | Quantitative | **Numerator:** Number of issues on 3PL resolved **Denominator:** Total number of issues  raised |

### Distribution plan and route networking for optimization

The service provider shall support to the project 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 (DDMS).
3. The primary route will be followed by driver through Distribution Application (DDMS).
4. Tracking of all shipment through distribution applications (DDMS).

### Coverage:

The service provider shall provide the services at Pan India level as per the facilities mentioned below.



**37 SACS**

**737 ARTCs**

**4556 ICTCs**

**1160 DSRCs**

**385 OSTCs**

**64 Labs**

**1425 TI Emergency Relocations**

CD4

Kits

OST

Drugs

STI

Drugs & Kits

HIV

Test Kits

ARV

Drugs

10 25

**The lists of facilities covered under the project for NACO are provided at Annexure 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** | **Health Components** | **Facility Type** | **Facilities Level** | **Total Facilities** | **# Facility**  **to be covered** |
| **1** | **NACO** | **ARTC** | **Districts** | **737** | **737** |
| **SA-ICTC** | **Districts/ Sub Districts** | **4556** | **4556** |
| **OSTC** | **Districts/ Sub Districts** | **385** | **385** |
| **STI-RTI Centers** | **Districts/Sub Districts** | **1160** | **1160** |
| **TI Centers** | **Districts/Sub Districts** | **1596** | **1596** |
| **Labs** | **Districts/Sub Districts** | **64** | **64** |

**Note:**

**^The products mentioned are indicative and may differ based on the distribution plans shared by SACS**

\*The numbers mentioned are approximate and may increase or decrease as per program needs

The tentative details of facilities covered under the project are provided at Appendix 1

# SECTION - VII

## 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 project. 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 5 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 100 Crores 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 70% of the country either directly or through associate partners/affiliates. In case of the Bidder is not present across the country, a detailed plan on how the bidder shall cover the remaining part of the country should also be enclosed with the bid.
12. The Key Account Manager should be minimum graduate and have at least 5 years of professional experience of handling research and evaluation in health domain
13. The bidder should have a robust ERP system for tracking of vehicles and shipment

# SECTION - VIII

## Award of Contract

### Notification of award:

As soon as the evaluation of bids completed and the successful bidder is identified, Plan International (India Chapter) 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 Plan International (India Chapter) will pay to the Service provider/s in consideration of the services. At the same time, Plan International (India Chapter) shall also notify all other Bidders of the results of the bidding and request the unsuccessful bidder to collect the bid security which shall be returned upon the successful Bidder’s signing the contract and furnishing the Performance Security.

Plan International (India Chapter) 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 Plan International (India Chapter) along with the performance security.

### 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 Plan International (India Chapter) before the signing of the contract by Plan International (India Chapter). No bank charges / interest shall be payable by Plan International (India Chapter) for the bank guarantee.

### Right to third party assessment:

Plan International (India Chapter)'s employees, consultants, supervisors, Local Fund Agent 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 contract. On the basis of the reports submitted by such experts, Plan International (India Chapter) 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.

### Award Criteria

Prior to expiration of the period of bids validity, Plan International (India Chapter) 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). Plan International shall award this contract to maximum two bidders as per their geographical coverage in the country.

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

At the time of award of Contract, Plan International (India Chapter) 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.

### Award Duration

The award period covers approximately 2 years 3 months. The first phase of the contract will be for 12 months (1 Year) and the second phase contract period will be for approximately 15 months .

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.

### 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 Plan International (India Chapter) 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 Plan International (India Chapter).
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** | Attendance sheet & roaster of 3PL staff engaged on the project |
| **3** | Inventory of asset (Cold chain boxes and Temperature logger) |
| **4** | By 20th of subsequent month | Dockets signed and stamped by recipient / consignee facilities |
| **5** | Stock Transfer Note/ Issue Voucher signed and stamped by  recipient/consignee facilities |
| **6** | Indemnity bond against the missing PODs (Dockets/issues voucher) |
| **7** | By 30th of subsequent  month | Submission of all pending dockets and STN/Issue vouchers |

1. Payment will be released within 30 days from the date of receipt of invoice and all other confirmatory documents as mentioned in the table above. In case the invoice is submitted without any of the confirmatory documents, Plan International (India Chapter) has the right to hold the payment for pending documents and the same will be released against the documents in the subsequent months.
2. Payment shall be made by Plan International (India Chapter) to the service provider on the basis of following technical documents to be arranged by Plan India:

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Documents** | **Source** |
| **1** | Distribution Plan / Issues Voucher / STN | Email from State/District Units |
| **2** | Confirmation mail regarding number of dedicated vehicles  deployed in the month | Email from State/District Units |
| **3** | Vehicle Roster endorsed by RSCMs confirming the list  shared by Service provider | Email from RSCM |
| **4** | Approval mail from Plan India to Service Provider to place  FTL or RV | Plan India’s emails |
| **5** | Request mail from NACO or SACS for emergency  Relocation | Email from NACO or SACS |
| **6** | Monthly delivery confirmation of shipment booked by the  Service Provider | Email from RSCM |

1. Payment will be made after deductions of appropriate withholding taxes as per the applicable laws.
2. The taxes included in the total amount should be mentioned separately on the invoice. The invoices not mentioning the taxes separately shall be rejected.
3. The applicable taxes will be paid on actuals.
4. 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).
5. Advance payment will not be made under any circumstances.

### 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 Plan India 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 flood, curfew, elections and any other calamities, the Service Provider will not be liable to pay the delay. In case of long delay, Plan India has right to take the vehicles from the market and continue the distribution to avoid any stock out in the facilities.

1. **Delay in Pick-up and Delivery of Products**

In case the Service Provider does not pick-up or deliver the products within the period stipulated in the Terms of Reference, the Service Provider will be liable to pay damages @ Rs.500 per shipment 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, curfew, elections or blocking of road by reason of any strike, the Service Provider will not be liable to pay the damages for the delay.

### Liquidity Damages

To be decided at the time of contractual agreement.

### 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, Plan International (India Chapter) 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 Plan International (India Chapter) and service provider 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 Plan International (India Chapter) has engaged in fraud and corruption in competing for or in executing the Contract.
4. Plan International (India Chapter) 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: - Plan International (India Chapter), 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 Plan International (India Chapter)’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 project cost may be levied by Plan International (India Chapter) on the service provider.
7. If the service provider for any reasons whatsoever decides to terminate the contract, a written notice of termination to Plan International (India Chapter) shall be given with a notice period of 120 days. Payment for the work done approved till the time of termination shall be made as mutually decided between the Service provider and Plan International (India Chapter).

### 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 Plan International (India Chapter), and shall at all times support and safeguard Plan International (India Chapter)’s legitimate interest in any dealings with third Parties. Except with the prior written consent of Plan International (India Chapter), 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, statutorily requirement and procedures as are necessary in India 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 / State Governments as are required to be filed and/or paid under any applicable laws India.

Service provider hereby irrevocably and unconditionally undertakes to keep Plan International (India Chapter), NACO, SACS, (Including ancillary units like ART centers/Cold rooms/ILRs/ICTC centers etc.), etc. safe and harmless and to indemnify and keep indemnified Plan International (India Chapter), NACO, SACS, (Including ancillary units like ART centers/Cold rooms/ILRs/ICTC centers etc.), etc. against all losses, damages, costs (including between attorney and client) charges and expenses that Plan International (India Chapter), NACO, SACS, (Including ancillary units like ART centers/Cold rooms/ILRs/ICTC centers etc.), 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 Plan International (India Chapter) made in writing to make good all such losses and damages whether monetary or otherwise without raising any objection.

# SECTION - IX

## General Terms & Conditions

##### LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Plan India. The Contractors personnel and sub-contractors shall not be considered in any respect as being the employees or agents of Plan India.

##### SOURCE OF INSTRUCTIONS

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

##### 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.

##### ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make any other disposition of this contract or any part thereof, or any of the Contractors 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.

##### SUB-CONTRACTING

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

##### OFFICIALS NOT TO BENEFIT

The Contractor shall warrant that no official of Plan India 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.

##### INTELLECTUAL PROPERTY INFRINGEMENT

The Contractor warrants that the use by PLAN INDIA 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 PLAN INDIA harmless from any actions or claims brought against PLAN INDIA pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the services offered under this Contract.

##### RIGHTS OF PLAN INDIA

In case of failure by the Contractor to fulfil its obligations under the terms and conditions of this Contract, PLAN INDIA 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:

* 1. Refuse to accept all or part of services.
  2. Cancel this Contract without any liability for termination charges or any other liability of any kind of PLAN INDIA.

##### 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 PLAN INDIA 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 PLAN INDIA 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 PLAN INDIA 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, PLAN INDIA 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 PLAN INDIA 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.

##### TERMINATION

Either party may terminate the Contract upon giving written notice to the other party. The period of notice shall be (120) 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. PLAN INDIA 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) PLAN INDIA 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 PLAN INDIA, the Individual Contractor shall, except as may be directed by PLAN INDIA 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 plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to PLAN INDIA thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that PLAN INDIA 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 PLAN INDIA has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, PLAN INDIA 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 PLAN INDIA in accordance with the requirements of the Contract. Additional costs incurred by PLAN INDIA 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 PLAN INDIA.

##### 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 PLAN INDIA 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 PLAN INDIA.

##### ASSIGNMENT AND INSOLVENCY

* 1. The Contractor shall not, except after obtaining the written consent of PLAN INDIA, 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.
  2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, PLAN INDIA may, without prejudice to any other rights or remedies, immediately terminate this Contract by giving the Supplier written notice of termination.

##### USE OF PLAN INDIA’S NAME OR EMBLEM

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

##### PROHIBITION ON ADVERTISING

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

##### CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

##### SETTLEMENT OF DISPUTES

* 1. 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
  2. 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 UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

##### AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of PLAN INDIA, only the PLAN INDIA Authorized Official possess the authority to agree on behalf of PLAN INDIA 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 PLAN INDIA unless provided by an amendment to this Agreement signed by the Contractor and jointly by the PLAN INDIA Authorized Official.

# SECTION - X

## Annexures

## Appendix – 1

* 1. **Non-Returnable Annexures (Attached as Annexure 1 - 3 to this RFP)**

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

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

## Appendix – 2

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

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.

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

### Appendix B: Proposal Submission Form1

[Insert: Location] [Insert: Date]

To: [*insert: Name and Address of Plan International (India Chapter) 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:

1. 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;
2. We are currently not on the removed or suspended vendor list of the Plan International (India Chapter) and Govt. entity or other such lists of other agencies;
3. 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 Plan International (India Chapter) Contract for Professional Services.

We agree to abide by this Proposal for *approx. 2 years 3 months 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 Plan International (India Chapter) is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that Plan International 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]*

1 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 5 years of experience in logistics/supply chain sectors |  | Copy of the Incorporation Certificate, organization profile and list of relevant contracts showcasing 5 years of experience, and user’s certificate regarding  satisfactory completion of job. |
| 2 | Bidders should have current operations covering at least 70% of the country either directly or through associate partners/affiliates.  and  In case of the proposer is not present across the country, a detailed plan on how the proposer will cover the remaining part of the country should also be enclosed with the bid. |  | Evidence of presence in number of states or ability to provide services in number of districts in the country or ability to provide services in number of pin codes of the country (example office establishment / warehouse / nodal point / ability to offer time definite solutions etc.).  Details of geographical reach of network including details of branch and sub branch offices state wise 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 through cold chain |  | Copy of Contract/Purchase Order and project completion certificates  In case, there is no prior experience of handling cold chain facility, a detailed action plan to handle the same needs to be provided |
| 4 | Bidders must have Minimum annual turnover of ₹100 crores in logistics operations in the last three years (i.e. F.Y 2021-22, 2022-23 and 2023-24) for bidders  and its group companies combined. |  | Audited financial statements of the bidders for last three years (i.e. F.Y 2021- 2022, 2022-23 and 2023-2024). |

|  |  |  |  |
| --- | --- | --- | --- |
| **S.**  **No** | **Criteria** | **Yes/No** | **Documents Required** |
| 5 | The Key Account Manager should be minimum graduate and have at least 5 years of  professional experience of handling logistics operation |  | Detailed CV, clearly specifying relevant experience |
| 6 | Organization’s registration with legal authorities. |  | * Certificate of incorporation / registration   / partnership deed etc.   * Copy of the PAN Card * Copy of GST registration number. * 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 |
| 8 | 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)  Live demonstration during presentation by bidder |
| 9 | Demonstrate how the supplier will handle wrong deliveries, late deliveries, damage goods, thefts, insurance claim |  | Methodology to handle the shipment and insurance details |
| 10 | Plan for Vehicles as per model requested. |  | Detailed information on the various mode of transportation shall be provided  by bidders as per RFP.  A detail write-up with step by step implementation process is required. |

###### 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.

### Appendix D: Bidder Information Form

**FORM B: DOCUMETS 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.: RFP\_011\_2024*

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 country of registration: *[insert actual or intended country of registration]* |
| 4. Vendors year of registration: *[insert Vendors year of registration]* |
| 5. Vendors Address in country of registration: *[insert Vendors legal address in country of registration]* |
| 6. Vendors Authorized Representative Information Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  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]*   Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.   * Average annual turnover for past 3 years. * Copy of audited financial statements for year i.e. F.Y 2021-2022, 2022-23 and 2023- 2024)’. |

|  |
| --- |
| * 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 |

#### APPENDIX E: TECHNICAL PROPOSAL

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Technical Proposal Format** | | | | | | | | |
| **Name of Proposing Organization / Firm:** | | | |  | | | | |
| **Country of Registration:** | | | |  | | | | |
| **Name of Contact Person for this Proposal:** | | | |  | | | | |
| **Address:** | | | |  | | | | |
| **Phone / Cell:** | | | |  | | | | |
| **Email:** | | | |  | | | | |
| ***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 country.** 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.   1. Track Record & Experience: Provide the following information regarding previous experience within last (7) years which are relevant to those required for this contract including 3 government projects in logistics. | | | | | | | | | |
|  | **Name of Project** | **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 this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations and issues escalation matrix with minimum three levels. 2. Dedicated Staff for the project: Provide the list of personnel to be deployed under the project to handle the day to day activities at corporate office, regional and state level. This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the Plan International (India Chapter). If substitution is unavoidable it will be with a person who, in the opinion of the Plan International (India Chapter) Project Manager, is at least as experienced as the person being replaced, and subject to the approval of Plan International (India Chapter. No increase in costs will be considered as a result of any substitution.) 3. Qualifications of Key Personnel. Provide the CVs for key personnel (Key Account Manager), Other key operational staff and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below: | | | | | | | | | |
| **Name:** | | |  | | | | | |
| **Position for this**  **Contract:** | | |  | | | | | |
| **Nationality:** | | |  | | | | | |
| **Contact information:** | | |  | | | | | |
| **Countries of Work** | | |  | | | | | |
| **Experience:** | | |  | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Language Skills:** |  | | |
| **Educational and other** |  | | |
| **Qualifications:** |  | | |
| Summary of Experience: | | | |
| **Relevant Experience:** | | | |
| **Period: From – To** | | **Name of activity/ Project/ company, if applicable:** | **Job Title and Activities undertaken/Description of actual role performed:** |
| *e.g. Jan 2019- Feb. 2020* | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
| **Declaration:**  I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any willful misstatement described above may lead to my disqualification, before or during my engagement.  Signature of the Nominated Team Leader/Member Date Signed | | | |

#### APPENDIX F: FORMAT OF BANK GUARANTEE

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

**Beneficiary:** Plan International (India Chapter),

1, Community Centre, Zamrudpur, Kailash Colony Extension, New Delhi – 110048

**Invitation for bid No.:** RFP\_011\_2024

**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 {Plan International (India Chapter)} its bid (hereinafter called "the Bid") against Invitation for Bid No. RFP\_011\_2024.

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. 50,00,000**, (Rupees Fifty Lakhs only), upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Invitation for Bid No# RFP\_011\_2024, 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. 50,00,000**, (Rupees Fifty Lakhs only) and this bank guarantee is valid up to ***(120 days from the last date of proposal submission)***.
  2. The liability of Banker , under this Bank Guarantee is finally discharged if no claim is made on behalf of Plan India 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.

* 1. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Delhi shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to , Address Branch (Branch

Code), Location , upon:

* + 1. its discharge by payment of claims aggregating to **Rs. 50,00,000**, (Rupees Ten Lakhs only).
    2. Fulfillment of the purpose for which this Bank Guarantee was issued; or
    3. Claim Expiry Date: ***(120 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}**

#### APPENDIX G: FINANCIAL PROPOSAL

**Financial Format for Dedicated Vehicles:**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix - G - Price for Dedicated Vehicles** | | | | | | | | | | |
| **S. No.** | **Model Type** | **Vehicle Details** | | **Vehicle Location** | **UoM\*** | **Management Cost** | **Unit Price per vehicle Per Month INR** | **GST %** | **GST Value (INR)** | **Total Unit Prices + GST INR** |
| 1 | Dedicated Vehicle | Make | Mahindra Bolero Pick-up / Ashok Leyland Dost | North East, Himachal and J&K | 1 |  |  |  | **0.00** | **0.00** |
| Body Type | Closed |
| Condition | Not more than 3 Years old |
| Capacity | Approx. 1.2 MT |
| Dimension | Approx. |
| (LXBXH) | 8ft X 5ft X 5.5Ft |
| Dedicated Vehicle | Make | Mahindra Bolero Pick-up / Ashok Leyland Dost | Rest of India | 1 |  |  |  | **0.00** | **0.00** |
| Body Type | Closed |
| Condition | Not more than 3 Years old |
| Capacity | Approx. 1.2 MT |
| Dimension | Approx. |
| (LXBXH) | 8ft X 5ft X 5.5Ft |
| Dedicated Reefer Vehicle | Make | Mahindra Bolero Pick-up / Ashok Leyland Dost | West Bengal | 1 |  |  |  | **0.00** | **0.00** |
| Body Type | Closed |
| Condition | Not more than 3 Years old |
| Capacity | Approx. 1.2 MT |
| Dimension | Approx. |
| (LXBXH) | 8ft X 5ft X 5.5Ft |
| **Approximate Total Annual Cost (INR)** | | | | | | | | | | |
|  | | | | | | | | | | |
| **Service Clause for DV:** | | | | | | | | | | |
| 1. The vehicle will be available at the decided location for calendar month | | | | | | | | | | |
| 2. Dedicated vehicle placed at Walk in Cooler/ SACS WH | | | | | | | | | | |
| 3. The vehicles should be covered | | | | | | | | | | |
| 4. Diesel, maintenance, insurance, road permit, 1 Driver, 1 Helper | | | | | | | | | | |
| 5. Unlimited Kms; Average Kms in high burden facilities are approx. 5,000 kms | | | | | | | | | | |
| 6. The management cost should be considered for the managing the DV and related operations | | | | | | | | | | |

**Financial Format for Full Truck Load:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix - G - Financial Format for Full Truck Load:** | | | | | | | | |
| **S. No.** | **Model Type** | **Vehicle Details (Vehicle Make and Body Dimensions are indicative)** | **Distance Brackets (KMs)** | **Max no. of points** | **Unit Cost INR** | **GST %** | **GST Value (INR)** | **Total Cost with GST INR** |
| 2 | Full Truck Load (FTL) | Capacity 1.0 MT (Size 8X5X5.5) Mahindra Bolero Pick-up / Ashok Leyland Dost | 0 – 200 | 3 |  |  | **0.00** | **0.00** |
| 201 – 500 | 5 |  |  | **0.00** | **0.00** |
| 501 – 1000 | 8 |  |  | **0.00** | **0.00** |
| Per Km charge beyond 1000km | As per additional Km |  |  |  |  |
| Capacity 2.5 MT (Size 10X6X6) Ashok Leyland Bada Dost / Tata 407 | 0 – 200 | 3 |  |  | **0.00** | **0.00** |
| 201 – 500 | 5 |  |  | **0.00** | **0.00** |
| 501 – 1000 | 6 |  |  | **0.00** | **0.00** |
| Per Km charge beyond 1000km | As per additional Km |  |  |  |  |
| Capacity 3.5 MT (Size 14X6X6) Eicher 14 Feet | 0 – 200 | 1 |  |  | **0.00** | **0.00** |
| 201 – 500 | 3 |  |  | **0.00** | **0.00** |
| 501 – 1000 | 4 |  |  | **0.00** | **0.00** |
| Per Km charge beyond 1000km | As per additional Km |  |  |  |  |
| Capacity 4.5 MT (Size 17X7X7) Eicher 17 Feet / Eicher 19 Feet | 0 – 200 | 1 |  |  | **0.00** | **0.00** |
| 201 – 500 | 3 |  |  | **0.00** | **0.00** |
| 501 - 1000 | 4 |  |  | **0.00** | **0.00** |
| Per Km charge beyond 1000km | As per additional Km |  |  |  |  |
| Capacity 9.0 MT (Size 22X7.5X7) Tata Truck (6 Tires) / Tata 22 Feet | 501 - 1000 | 1 |  |  | **0.00** | **0.00** |
| 1001-2000 | 2 |  |  | **0.00** | **0.00** |
| 2001-3000 | 3 |  |  | **0.00** | **0.00** |
| Per Km charge beyond 1000km | As per additional Km |  |  |  |  |
|  | | | | | | | | |
| **Service Clause:** | | | | | | | | |
| 1.   Vehicle would be provided on need basis as per the above size (MT) | | | | | | | | |
| 2.    Route and distance will be provided through the Project's 3PL application/ Google Map | | | | | | | | |
| 3.    Distance for Intrastate FTL placement would be calculated on “to and fro” basis | | | | | | | | |
| 4.    Distance for interstate FTL would be from pickup location to delivery location | | | | | | | | |
| 5.    15% deviation may occur in the max no. of points | | | | | | | | |
| 6.    Loading and Unloading would be the responsibility of the service provider | | | | | | | | |
| 7.    Covered FTL will be provided | | | | | | | | |

**Financial Format for Reefer Vehicles:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix - G - Financial Format for Reefer Vehicles:** | | | | | | | | |
| **S. N.** | **Model Type** | **Vehicle Details** | **Approximate Kms** | **Running Cost, per KM** | **Fixed Cost** | **GST %** | **GST Value (INR)** | **Total Cost with GST INR** |
| 3 | Reefer Vehicle (RV) | 1.0 MT | 2000 |  |  |  | **0.00** | **0.00** |
| (Size 8X5X4.8) |
| Mahindra Bolero Pick-up |
| / Ashok Leyland Dost |
| 2.5 MT | 2000 |  |  |  | **0.00** | **0.00** |
| (Size 9.5X5.5X5) |
| Ashok Leyland Bada Dost |
| / Tata 407 |
| **Service Clause:** | | | | | | | | |
| 1.   Refrigerated Vehicle would be of 2-8 degrees temperature range | | | | | | | | |
| 2.   Fixed Cost includes: Detention/Halting charges, loading, unloading, toll tax and multiple location deliveries | | | | | | | | |
| **3.** No other cost will be considered other than the KM and Fixed cost. | | | | | | | | |

**Financial Format for Courier Services:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix - G - Financial Format for Courier Services (Surface, Air and Railway Cargo):** | | | | | | | | | |
| **S. N** | **Model Type** | **Mode of Courier** | **Per KG Cost INR** | **GST %** | | | **GST Value (INR)** | | **Total charges inclusive of GST INR** |
| 4 | Couriers | Surface |  |  | | | **0.00** | | **0.00** |
| Air |  |  | | | **0.00** | | **0.00** |
| Railway |  |  | | | **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 10 Kgs; Air and railway cargo 30 Kgs, in case of any changes please specify separately. | | | | | | | | | |
| 3. Weight Limits: Interstate shipments <300 Kgs; Intrastate shipments<50 Kgs | | | | | | | | | |
| 4. The cost of railway cargo should include door pick up and door delivery. | | | | | | | | | |
| 5. The approximate gross weight of the shipment will be provided by the regional project staff which will be considered as the weight on which courier charges will be calculated | | | | | | | | | |
| 6. To compensate the volumetric weight of courier services, 20% will be applicable to actual weight of the shipment | | | | | | | | | |
| 7. The rates quoted are for both Serviceable and ODA/Non-serviceable locations for Both Air and Surface | | | | | | | | | |

**Financial Format for Cold Chain Courier:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix - G - Financial Format for Courier for shipment requiring cold chain mechanism** | | | | | | | | | |
| **S. No.** | **Model Type** | **Minimum Chargeable Weight** | **Dry-Ice Charges (Per Kg)** | **Dry-Ice Handling Charges** | **Dry-Ice Packaging Box Charges** | **Data Logger Charges** | **GST %** | **GST Value in INR** | **Total Charges inclusive of GST INR** |
| 5 | -20° Temperature |  |  |  |  |  |  | 0.00 | 0.00 |
| **S. No.** | **Model Type** | **Minimum Chargeabale Weight** | **Ice / Gel Pack Charges if applicable** | | **Insulated Packaging Box Charges** | **Data Logger Charges** | **GST %** | **GST Valuse (INR)** | **Total Charges inclusive of GST INR** |
| 6 | 2° to 8° Temperature |  |  | |  |  |  | 0.00 | 0.00 |
| **Service Clause:** | | | | | | | | | |
| 1.        The quoted rate for the air and surface courier will be considered. | | | | | | | | | |
| 2.        The quoted price includes insurance / door pick-up and door delivery / docket charges etc. | | | | | | | | | |
| 3.        Minimum chargeable weight needs to be specified if applicable. | | | | | | | | | |
| 4.        No weight limit is applicable for Dry-Ice Shipments. | | | | | | | | | |
| 5.        The rates quoted above are applicable for serviceable and OPDA (Out of Pick-up / Delivery Area) or NSL (Non-Serviceable Locations). | | | | | | | | | |

**Financial Format for Human Resources:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix - G - Financial Format for Human Resources:** | | | | | | | | |
| **S. No.** | **Designation** | **Location** | **No. of Staff** | **Salary costs/Month** | **GST %** | **Annual Salary Cost** | **GST Value** | **Total Amount** |
| 1 | Key Account Manager | Delhi | 1 |  |  | **0.00** | **0.00** | **0.00** |
| 2 | Operation Coordinator | Delhi | 2 |  |  | **0.00** | **0.00** | **0.00** |
| 3 | Operations Staff (Ground Level) | Multiple | 10 |  |  | **0.00** | **0.00** | **0.00** |
|  |  |  |  |  |  |  |  |  |
| **Note:** | | | | | | | | |
| 1.  The staff considered on s.no. 1 & 2 to manage day to day activities of the 3PL operation, resolving the issues and submitting of invoice and supporting documents to Plan India for the payment. | | | | | | | | |
| 2.  The staff mentioned on s.no. 3 is operational staff at ground level to support the project operation including docket preparation. | | | | | | | | |
| 3. The staff mentioned on s.no. 1 &2 will be dedicated for the project activities only. | | | | | | | | |

**Financial Format for Packing Material:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Appendix - G - Financial Format for Packing Material:** | | | | | | |
| **S. No.** | **Items** | **Specifications** | **Total Unit Cost INR** | **GST %** | **GST Value** | **Total Cost with GST INR** |
| 1 | Carton boxes | size: 12 x 12 x 12 inches, 4/5ply |  |  | **0.00** | **0.00** |
| Brown tape | 2 inch / 48mm X 65 meters |  |  | **0.00** | **0.00** |
| **Service Clauses:** | | | | | | |
| 1.  Packaging material will be provided to facility on request as and when required. | | | | | | |

# SECTION - XI

## Contract

### Appendix – 3

#### Draft Service Agreement for 3rd Party Logistics Services under SCMS Project

This agreement made and entered into at New Delhi this – of --- 2025 (Effective Date), by and between Plan International (India Chapter), a society under Society Registration Act XX1 of 1860, with its office located in New Delhi, Plot No. 1, Community Center, Kailash Colony, New Delhi – 110048 through its authorized representative ------------, ------------------- (hereinafter referred to as “**Plan India”**) 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.

Plan India 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 Plan India 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 ARV drugs, Diagnostics, and other commodities under NACP. The temperature is required to be maintained 2° to 8°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.

**AND WHEREAS** Plan is providing the cold chain equipment so that the temperature is maintained at 2° to 8°C for the test kits for the project to ensure that the Service Provider performs of its obligations under this Agreement.

**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:**

###### Term and Scope of Services:

The Supplier is engaged to the project as a Third-Party Logistics Services Provider for Transportation, Distribution and emergency relocation of Anti-Retroviral (ARV) Drugs, diagnostics kits and other commodities under **NACP** in India as per the terms of reference **Annexure xx**. The terms and conditions of this Agreement shall apply to each of such Project Confirmation.

This Agreement will commence from 1st January, 2025 till 31 March 2027. This service agreement covers approximately 27 months in two phases. The first phase of the contract will be for 12 months and the second phase contract period will be for 15 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”:

1. **Annexure xx: Term of Reference (ToR)**
2. **Annexure xx: Price List**
3. **Annexure xx: RFP and supplier documents etc.**
4. **Annexure xx: Safeguarding Policy**

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/AWB 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 Plan India 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.

Plan India 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 abovementioned period.

###### Representations and Warranties:

* 1. The Supplier warrants and guarantees to provide quality and adequate “Services” to Plan India in accordance with **Term & Scope of Services as per Annexure xx** during the Service Period respectively. “Services” during the respective time periods shall be referred to as Services collectively, and “Services during Customization 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 Plan India using the Services herein.
  2. The Supplier represents and warrants that it has the necessary authorization and competency to enter into this Agreement and perform the obligations thereunder.
  3. The Supplier represents and warrants that it will consult and cooperate to deliver the Services under this agreement with the employees of Plan India and any other representative of Plan India so authorized by Plan India to receive services from the Supplier.
  4. Plan India 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.
  5. Plan India 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. Plan India represents and warrants to suggest reasonable and feasible requests to customize the Services provided by Supplier.
  6. The Supplier agrees that it will respond to any request by Plan India, as per the Annexure A of the Agreement within a reasonable time.
  7. In case the supplier is unable to provide the requested service within stipulated timelines, Plan India shall take the services from market in the contractual rate to ensure the availability of commodities in the facilities.
  8. Plan India represents and warrants that Services provided by the Supplier shall be used only for lawful purposes. Plan India and the Supplier s 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 Plan India and Supplier respectively. The Supplier agrees that at all times, they will be in compliance with Plan India’s Child Protection policy.

###### Responsibilities of the Service Provider:

* 1. The Service Provider shall perform and complete the Services described in Annexure xx with due diligence and efficiency and in accordance with the terms of reference of this contract;
  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. The Service Provider represents and warrants the accuracy of any information or data provided to Plan India 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;
  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;
  5. The Service Provider shall submit to Plan India 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 3PL staff engaged on the project |
| **3** | Inventory of asset (Cold chain boxes and Temperature logger) |
| **4** | By 20th of subsequent month | Dockets signed and stamped by recipient / consignee facilities |
| **5** | Stock Transfer Note/ Issue Voucher signed and stamped by  recipient/consignee facilities |
| **6** | Indemnity bond against the missing PODs (Dockets/issues voucher) |
| **7** | By 30th of subsequent  month | Submission of all pending dockets and STN/Issue vouchers |

1. **Payment Terms:**
   1. The total estimated amount for 3PL service under this Agreement will not exceed INR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_\_\_\_\_\_\_ (Rupees ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) for the complete period i.e., 27 months of project starting from 1st, January, 2025 to 31st March, 2027. 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, Plan shall not be obliged to pay any further sums to the Service Provider under this Agreement. It is understood between the parties that Plan 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 Plan 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.

* 1. The Service Provider shall submit an irrevocable bank guarantee of 2.5% of the total estimated amount mentioned under 3.1 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 Plan International (India Chapter) before signing of the Agreement. No bank charges / interest shall be payable by Plan International (India Chapter) for the bank guarantee.
  2. In the event, the Service Provider neglects or fails to perform any of the obligations under this Agreement or causes any loss to Plan due to any act or omission on part of the Service Provider or its employee(s), Plan shall have right to invoke the bank guarantee and realize the losses suffered by Plan and in case such losses cannot be recovered despite the invocation of bank guarantee, then in that event Plan shall have the right to initiate appropriate legal proceedings against the Service Provider for recovery of the losses suffered by Plan 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.
  3. The prices of 3PL services in **Annexure xx** are fixed for one year. 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. Payment for human resource specified under **Annexure - xx** of the Price List shall be paid to Service Provider on monthly basis on submission of supporting documents like timesheet and invoices, which shall also be subject to Service Provider performing its part of the obligations under this Agreement to the satisfaction of Plan.
  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.
  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 Plan International (India Chapter):

|  |  |
| --- | --- |
| **S. No.** | **Documents** |
| **1** | Summary of all Invoices on Company’s letter head |
| **2** | Attendance sheet & Roster of 3PL staff engaged on Project |
| **3** | Inventory of Cold Chain Items on Company’s letter head in specified format |
| **4** | Dockets signed and stamped by recipient facility |
| **5** | Stock Transfer Note/Issue Voucher signed and stamped by recipient facility |
| **6** | Vehicle Roster of all the vehicles provided in a month |
| **7** | MIS of all shipments |
| **8** | Summary of available supporting documents in specified format |

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

* 1. Payment will be processed on monthly basis along with the following supporting documents which will be obtained by Plan International (India Chapter) from SACS/RSCM:

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Documents** | **Source** |
| **1** | Distribution Plan/ Issues Voucher/STN | Email from State/District Units |
| **2** | Confirmation mail regarding number of dedicated vehicles  deployed in the month | Email from State/District Units |
| **3** | Vehicle Roster endorsed by RSCMs confirming the list  shared by Service provider | Email from RSCM |
| **4** | Approval mail from Plan India to Service Provider to place  FTL or RV | Plan India’s emails |
| **5** | Request mail from NACO or SACS for emergency  Relocation | Email from NACO or  SACS |
| **6** | Monthly delivery confirmation of shipment booked by the  Service Provider | Email from RSCM |

* 1. 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.
  2. The payment under this Agreement shall be released by Plan International (India Chapter) after due scrutiny, verification of documents submitted by Service Provider.
  3. Payment will be released within 30 days from the date of receipt of invoice and all other confirmatory documents as mentioned in the point 3.6, in case the invoice is submitted without any of the confirmatory documents, Plan International (India Chapter) has the right to reject the bill/s/ invoices and send back to Service Provider.
  4. The payment shall be made in Indian currency (INR).
  5. 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.

###### Source of Instruction

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

###### 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.

###### 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 Plan will send its project representative to assess the damages. The loss along with the expenses incurred by Plan 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 Plan India shall not pay the cost of transportation in case of losses of shipment.

###### Penalty Clause:

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

In case the Service Provider doesn’t place the allocated and approved vehicles in the specified time as per Term of Reference, the Plan India 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, Plan India has right to take the vehicles from the market and continue the distribution to avoid any stock out in the facilities.

###### Delay in delivery of products

In case the Service Provider does not pick-up or deliver the products within the period stipulated in the Terms of Reference, the Service Provider will be liable to pay damages @ Rs.500 per shipment 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.

###### Consents and Approvals:

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.

###### Compliance with Laws

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

###### Safeguarding Child and Young People Policy:

PLAN is committed to the actualizing of child rights and is obligated to provide children with whom it works a safe and conducive environment. Plan’s Safe Guarding and Child and Young People Policy (as attached as Annexure - IV) applies to its Plan associates which includes the parties to this agreement as much as it applies to its own staff. Any violation of the code of conduct as described in the policy is considered by Plan a serious contempt to children and Plan reserves its right to intervene in such circumstances.

###### 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.

###### 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:

1. Investigate and remediate the effects of the actual or likely Security Breach;
2. Provide Plan India with reasonable assurance that safeguards consistent with Service Provider’s obligations under the Agreement have been implemented;
3. Promptly furnish Plan India full details that Supplier has or may obtain regarding such Security Breach and use reasonable efforts to assist Plan India in investigating or preventing it reoccurrence;
4. Cooperate with Plan India in any litigation and investigation against third parties deemed reasonably necessary by Plan India to protect its proprietary rights; and
5. Take all reasonable actions necessary to prevent its reoccurrence.

###### Audits and Investigation:

* 1. Each invoice paid by PLAN shall be subject to a post-payment audit by auditors, whether internal or external, of PLAN or the authorized agents of the PLAN at any time during the term of the Agreement and for a specified period following the expiration or prior termination of the Agreement. The PLAN shall be entitled to a refund from the Service Provider for any amounts shown by such audits to have been paid by the PLAN other than in accordance with the terms and conditions of the Agreement. In case the auditor determines that any amount paid by PLAN 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, PLAN reserves the right to seek recovery and/or to take any other action as it deems necessary.
  2. The Agreement acknowledges and agrees that, at any time, PLAN 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 PLAN 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 PLAN 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 PLAN hereunder.

###### Insurance and Liabilities to Third Parties:

* 1. The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property, vehicles, employees, products of Plan, and any equipment used for the execution of this Agreement;
  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;
  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;
  4. The Service Provider shall, upon request, provide the PLAN with satisfactory evidence of the insurance required under this Article.

###### Title to Equipment:

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

###### 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, both within and outside India. The Service Provider shall indemnify PLAN against the foregoing liabilities and any other liability that PLAN 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 PLAN shall service the final payment and settlement hereunder. In the event such liability exceeds the final Payment, PLAN would be reimbursed by the Service Provider and in default of Payment PLAN would be entitled to take recourse to Proceedings as specified in this agreement or as provided by law.

###### 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 PLAN for all sub-contractor. The approval of PLAN 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.

###### 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 Plan India 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 Plan India, arising by reason of any breach / infringement or misappropriation of Third-Party rights by the Supplier.

###### Termination of services:

The service contract may be terminated due to non-compliance of prescribed timelines, schedule, non- observance of instructions of PLAN 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 project cost shall be levied by Plan International (India Chapter) on the Service Provider. The penalty amount should be paid by Service Provider to PLAN within a period of 120 days from the date termination of contract. In case of any neglect or failure to pay the penalty amount, PLAN shall have the right to adjust the same from performance security given by the Service Provider to PLAN.

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 Plan International (India Chapter). PLAN 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 PLAN and PLAN shall be entitled to 5% of the total project cost as penalty.

###### 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 Plan India, 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 Plan India (collectively, the "Confidential Information"); that the disclosure thereof is being made by Plan India 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 Plan India; that strict protection of the Confidential Information is necessary to the successful continuation of the operations of the Plan India; and that unauthorized use or disclosure of the Confidential Information would irreparably harm Plan India. 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 Plan India 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 Plan India without any prior written approval of the Executive Director of Plan India.

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.

###### Return of Proprietary Information:

Upon termination of this Agreement, Supplier shall promptly return to Plan India or its authorized agent all documents of any nature made, compiled by, or delivered to Supplier by Plan India 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, plans, financial information, research data, evaluations, methods or any other written information pertaining to Plan India'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 Plan India hereunder is and will at all times remain the exclusive property of Plan India..

###### 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 Plan India.

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

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

###### 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 New Delhi 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 Delhi 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 New Delhi by making the same the rule of the said Honorable Court.

###### Claims:

With respect to its rendering of the Services, the Service Provider shall indemnify and hold Plan India 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 Plan India or third parties resulting from any and all acts or omissions of the service and/or the service provider personnel in rendering the Services.

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

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

###### 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.

###### 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:

* 1. Any act prohibited pursuant to any of the United Nations Conventions and Protocol related to terrorism; or
  2. An act of premediated, politically motivated violence perpetrated against non-combatant targets by sub national groups or clandestine agents; or
  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>

###### Anti-Fraud & Anti-Corruption:

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

* 1. Comply with all applicable laws, statutes, regulations and codes relating to anti-Fraud, Anticorruption and/or economic or financial sanctions.
  2. Comply with Plan’s Anti-Fraud and Anti-Corruption Policy in force from time to time which the Agency acknowledges that it has received a copy of, read and understood (Annexure: III)

###### 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.

###### Governing Law:

This Agreement shall be governed by the laws of India.

###### Notice:

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

###### 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 PLAN INDIA For Service Provider

###### Witness:

1. 1.

###### Name of the Witness: Name of the Witness:

Address: Plot No.1, Community Center, Zamrudpur, Kailash Colony,

New Delhi-110048.

1. 2.

###### Name of the Witness: Name of the Witness:

Address: Plot No.1, Community Center, Zamrudpur, Kailash Colony, New Delhi-110048.

### Appendix – 4

#### FORMAT OF PERFORMANCE SECURITY

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

**Beneficiary:** Plan International (India Chapter),

1, Community Centre, Zamrudpur, Kailash Colony Extension, New Delhi – 110048

**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 {Plan International (India Chapter)} 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 **(2.*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:

1. The liability of Banker , under this Bank Guarantee is restricted to a maximum total amount of (2.5% of the Total Contractual Amount), (Amount in words) and this bank guarantee is valid up to (For entire contractual period and an additional period of 6 months after the date of completion of contract).
2. The liability of Banker , under this Bank Guarantee is finally discharged if no claim is made on behalf of Plan India 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.

1. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Delhi shall have exclusive jurisdiction.

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

1. its discharge by payment of claims aggregating to ***(2.5% of the Total Contractual Amount)****, (Amount in words)*.
2. Fulfillment of the purpose for which this Bank Guarantee was issued; or
3. 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}**