

## **Request for Qualification cum Request for Proposal**

# **Supply of RFID readers for Logistics Data Bank (LDB) Project in India.**

TENDER No. DLDSL/ 18-19/IT/ 001 DATE: 25/07/2018

### **DMICDC Logistics Data Services Limited (DLDSL)**

**Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110021, India  
Phone: 011-26118884-8  
Fax: 011-26118889  
Email: tenders@dldsl.in**

## **Disclaimer**

1. This RFP document is neither an agreement nor an offer by the DMICDC Logistics Data Services Limited (DLDSL) to the prospective Applicants or any other person. The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
2. DLDSL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for DLDSL to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by DLDSL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations, analyses, check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. DLDSL will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DLDSL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DLDSL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ cum RFP.
4. DLDSL will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that DLDSL is bound to select an Applicant or to appoint the applicant Selected earlier, as the case may be, and DLDSL reserves the right to accept/reject any or all proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. DLDSL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DLDSL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DLDSL reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP / amended RFQ cum RFP will be made available on the website of DLDSL, DMICDC and e-procure.

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## **Section 1: LETTER OF INVITATION:**

### **1.1 Introduction:**

The Government of India is developing the Delhi-Mumbai Industrial Corridor as a global manufacturing and investment destination. For this purpose, a Special Purpose Vehicle (SPV) named the Delhi-Mumbai Industrial Corridor Development Corporation (DMICDC) has been incorporated for program managing the development of the DMIC project.

In the existing environment, every stakeholder (ports, customs, trains, ICD etc.) have their own IT systems to manage their operations, which work independently and do not exchange information over real time, leading to poor workforce planning and operations not being streamlined. Also with the establishment of hard physical Infrastructure like DFC, National Highways, etc., there is a strong need of an efficient soft infrastructure that can optimize and maximize the potential of these infrastructure resources.

The Logistics Data Bank (LDB) has been developed to address the issue of tracking and viewing the movement of containers across the ports to the ICDs and end users. The LDB is an overarching solution that integrates the information available with various agencies across the supply chain to provide detailed real time information within a single window. The LDB providing value added services including comparative metric based analysis. This enabling the Government of India, State Governments, importers, exporters and other stakeholders to assess comparative performance; identify inefficiencies and bottlenecks to develop strategies to ensure the development of the sector.

A separate SPV has been formed between NICDIT (National Industrial Corridor Development and Implementation Trust) and NEC Corporation, Japan namely “DMICDC Logistics Data Services Limited” (DLDSL). The LDB project provides the near real time visibility of the container movement across the supply chain and will has far reaching effects in streamlining the container logistics movement.

### **1.2 Objective**

DLDSL is looking for a suitable and reliable supplier who can supply RFID readers for the LDB project at various port terminals in India. The qualification and selection criteria has been described in this RFQ cum RFP document.

### **1.3 The RFQ CUM RFP includes the following documents:**

- SECTION 1: Letter of Invitation
- SECTION 2: Schedule of the Tender
- SECTION 3: Instruction to Applicants
- SECTION 4: Scope of Work
- SECTION 5: Standard Forms for proposal submission
- SECTION 6: Standard Form of Contract
- Annexure A: Tips to bidders

All clarifications/ corrigenda will be published on the eprocure, DLDSL and DMICDC websites. The official website for accessing the information related to this RFQ cum RFP is: [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.dldsl.in](http://www.dldsl.in) and [www.dmicdc.com](http://www.dmicdc.com).

Yours sincerely,  
**CEO**  
**DLDSL**

**Section 2: SCHEDULE OF THE TENDER:**

**NAME OF THE ASSIGNMENT:** Supply of RFID readers for LDB Project in Western Logistics Corridor of India.

1.	Tender No.	DLDSL/18-19/IT/ 001
2.	Bid Security Fee	INR 1,000,000.00 (INR Ten Lakhs)
3.	Bid Processing fee	INR 100,000.00 (INR One Lakh) + GST @ 18%
4.	Date of RFQ cum RFP available to parties to download at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> , <a href="http://www.dldsl.in">www.dldsl.in</a> and <a href="http://www.dmicdc.com">www.dmicdc.com</a>	25 <sup>th</sup> July, 2018
5.	Last date for receiving queries/requests for clarifications.	30 <sup>th</sup> July, 2018
6.	Date and venue for pre-bid meeting	31 <sup>st</sup> July, 2018  <b>Venue:</b> DMICDC Logistics Data Services Limited (DLDSL)  Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50 B Chanakyapuri, New Delhi – 110021, India
7.	Date of Pre-bid query response publish in <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> , <a href="http://www.dldsl.in">www.dldsl.in</a> and <a href="http://www.dmicdc.com">www.dmicdc.com</a>	02 <sup>nd</sup> August, 2018
8.	Last date for receipt of proposals and related fees by DLDSL i.e. PDD (Proposal Due Date)	14 <sup>th</sup> August, 2018, 5:00 PM  <i>(Any proposal received after this timeline will automatically be disqualified)</i>
9.	Presentation and declaration of technical score (Technical qualification)	Will be notified by DLDSL to pre-qualified applicants.
10.	Date & Time of opening of financial proposal.	Will be notified by DLDSL to qualified applicants.
11.	Work Completion period	4 weeks for first phase (30% of total quantity mentioned in the RFP) of delivery after issuing the Letter of

		Award and 4 weeks for subsequent delivery phases upon confirmation over email / release of Purchase Order (PO) by DLDSL. The procurement for the entire order quantity will be made over a period of maximum three years of signing of the contract.
12.	Validity of the tender and applicant's proposal from the PDD.	180 Days

### Section 3: Instruction to Applicants:

#### A) Bid submission:

1. The Applicants shall submit the proposals online through Central Public Procurement Portal i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in). The details of the enrolment process which shall be followed by the applicants and process of preparation and submission of bid proposals is enclosed at “**Annexure-A**”. Bid proposals received in the manual form at the client's address will not be accepted. The applicants are invited to submit Pre-qualification, Technical, and Financial Proposals (collectively called as “the Proposal”), as specified in this RFQ cum RFP, for the supply of RFID Reader. The term “Bidder” or “applicant” refers to a single entity. The group of entities coming together in form of consortium to participate in this bidding will be disqualified. The Proposal will form the basis for contract signing with the selected supplier.
2. Website for accessing RFP is: [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.dldsl.in](http://www.dldsl.in) and [www.dmicdc.com](http://www.dmicdc.com). The bidding timelines are mentioned in the schedule section.
3. Techno-commercial bid will be opened on specified date and time as given in this RFP.
4. Financial proposal will be opened only for those applicants whose Technical proposal is found to be technically acceptable by DLDSL.
5. The financial proposal to be submitted in OPEX model only.

#### B) Bidding Fees:

1. Processing Fee:

The scanned copy of the processing fee shall be submitted online at the time of submission of bid proposals. The hard copy of the processing fee in the form of Bank Draft shall be submitted at the Client's office before last date of submission of proposals. Applicants whose processing fee is not received by the Client before the last date of submission, their proposals will be rejected.

The proposal submissions will necessarily have to be accompanied with a Bank Draft of INR 100,000.00 (INR One Lakh) plus Goods and Services tax @ 18 % from a scheduled / Nationalized Bank in favor of “DMICDC Logistics Data Services Limited”, payable at New Delhi, India, as a non-refundable processing fee.

## 2. Bid Security:

The scanned copy of the bid security shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee/ DD shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected. The Earnest Money Deposit (EMD) as bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled/ Nationalized Bank in favour of 'DMICDC Logistics Data Services Limited', valid for 180 (one hundred and eighty) days from the proposal due date and a further claim period of thirty (30) days, payable at New Delhi, for the sum of INR 10,00,000.00 (INR Ten Lakhs) be required to be submitted by each Applicant.

The DLDSL will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within one month after acceptance of LOA by selected Applicant or in case the selection process is cancelled by the DLDSL whichever is earlier. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.

The DLDSL will be entitled to forfeit and appropriate bid security as mutually agreed loss and damage payable to DLDSL in regard to the RFQ cum RFP without prejudice to the DLDSL's any other right or remedy under the following conditions:

- a) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ cum RFP (including the Standard Form of Contract);
- b) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ cum RFP and as extended by the Applicant from time to time,
- c) In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
- d) If the Applicant commits any breach of terms of this RFQ cum RFP or is found to have made a false representation to DLDSL.

## C) General

Defines, for the purposes of this provision, the terms set forth below as follows:

1. “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
2. “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to DLDSL, and includes collusive practices among suppliers (prior to or after submission of proposals) detailed designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

- a) will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - b) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
3. Right to reject any or all Proposals:
- a) Notwithstanding anything contained in this RFQ cum RFP, DLDSL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - b) Without prejudice to the generality of above, DLDSL reserves the right to reject any Proposal if:
    - i) at any time, a material misrepresentation is made or discovered, or
    - ii) the Applicant does not provide, within the time specified by DLDSL, the supplemental information sought by DLDSL for evaluation of the Proposal.
  - c) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then DLDSL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of DLDSL, including annulment of the Selection Process.
4. The applicant is required to follow the highest level of work ethics, if any member of the applicant's organization has a Conflict of Interest or indulge in "Prohibited Practices"; the proposal is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal submission Date, it would not be eligible to submit a Proposal.
5. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DLDSL or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.
6. After submission of the proposals of each phase by the applicant, to the satisfaction of DLDSL, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the applicant shall, on receipt of written request from DLDSL, furnish such clarification to the satisfaction of DLDSL within three (03) working days without any extra charge.
7. The selected supplier shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DLDSL and the Project.
8. Acknowledgement by Applicant :
- a) It shall be deemed that by submitting the Proposal, the Applicant has:



- i) made a complete and careful examination of the RFQ cum RFP;
  - ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of DLDSL;
  - iii) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - iv) acknowledged that it does not have a Conflict of Interest; and
  - v) agreed to be bound by the undertaking provided by it under and in term hereof.
- b) DLDSL and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by DLDSL and/ or its advisors.

#### **D) Selection Process:**

**Brief Description of the Selection Process:** The Client has adopted a three stage selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of three parts namely the Pre- Qualification, Technical and Financial Proposals. The Pre-Qualification Proposal shall be submitted online titled Request for Qualification (RFQ) along with the processing fee and bid security. The Technical Proposal and Financial Proposal shall also be submitted online in the relevant section. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP. Subsequently the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The financial proposal of only technically qualified applicants will be opened. Proposal which are technically qualified, will finally be ranked according to the lowest financial bid as first.

1. No Applicant shall submit more than one Applications.
2. The applicant should have the original manufacturer’s Authorization form (MAF) from the OEM of the proposed equipment. The manufacturers of the proposed equipment can also participate as an applicant and submit the proposal. However, this will not restrict the manufacturer’s authorized suppliers whom the MAF has been issued to participate as a competitor entity for this tender.

#### **E) Clarification and amendment of RFQ cum RFP documents**

1. Applicants may seek clarification on this RFQ cum RFP document no later than the date specified in the schedule of tender. The DLDSL reserves the right to not entertain any queries post that date. The Applicants are requested to submit a PDF File of the queries. Any request for clarification must be sent by standard electronic means (PDF and word file) to the DLDSL’s office addressed to:

CEO, DMICDC Logistics Data Services Limited.

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110011, India

Phone: 011-26118884-8

Fax: 011-26118889

Email: [tenders@dldsl.in](mailto:tenders@dldsl.in)

2. The format for sending the queries is as mentioned below:

Sl No	RFP reference	Query related to	Explanation of the Query	Suggestion (If any)

3. DLDSL will endeavor to respond to the queries not later than the date mentioned in this RFQ cum RFP. DLDSL will post the reply to all such queries on websites mentioned in RFQ cum RFP as per the time line mentioned in the RFQ cum RFP.
4. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ cum RFP document by an amendment. All amendments/ corrigenda will be posted on the Website mentioned in the RFQ cum RFP. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the proposal submission date.
5. Date of pre-bid meeting and venue is mentioned in the schedule section. Applicants willing to attend the pre-bid should inform Client beforehand in writing and email. The maximum number of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.
6. The applicant's confirmation on participating the pre-bid meeting shall be sent to **tenders@dldsl.in**

**F) Eligibility of applicants:**

1. The Applicant for participation in the Selection Process, should be a single entity.
2. An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.
3. An Applicant shall not have a conflict of interest that may affect the Selection Process for identifying the equipment supplier (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to DLDSL for, inter alia, the time, cost and effort of DLDSL including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to DLDSL hereunder or otherwise.
4. Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Applicant, and any other Applicant, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
  - b) a constituent of such Applicant is also a constituent of another Applicant; or
  - c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
  - e) For purposes of this RFQ CUM RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
5. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
  6. An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

**G) Preparation of proposal:**

1. Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ cum RFP. DLDSL will evaluate only those Proposals that are received in the specified forms and complete in all respects.
2. In preparing their Proposal, applicants are expected to thoroughly examine the RFQ cum RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
3. Client certifications or Purchase orders (PO) for the projects listed under the experience section: The certifications and/or PO must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects. The self-certification of the applicant is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be.
4. The applicant is not permitted to submit the proposal using the experience/ strength of any of his associate partner.
5. The technical proposal must not include any financial information.
6. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, DLDSL will be entitled to reject the Proposal.
7. Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative as detailed below:
  - a) by the proprietor in case of a proprietary firm;
  - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a body corporate;
8. Applicants should note the Proposal Due Date, as specified in the schedule section, for submission of Proposals. Except as specifically provided in this RFQ cum RFP, no supplementary material will be entertained by DLDSL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the tender schedule section. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the

avoidance of doubt, DLDSL reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

9. A firm must bid for this assignment as a sole applicant. Experience of any of its partners will not be considered while evaluating the bid. However, experience of the equipment manufacturer will have the weightage on bid evaluable as described in the qualification criteria and evaluation criteria section of this document.
10. Financial proposal: While preparing the Financial Proposal, applicants are expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all duties, permit fees, transportation fees, equipment insurance associated with the Assignment except the Goods and Services Tax (GST), which shall be paid as applicable rates. While submitting the Financial Proposal, the applicant shall ensure the following:
  - a) All the costs associated with the Assignment shall be included in the Financial Proposal.
  - b) The Financial proposal needs to be submitted in as per the format mentioned in the Form F2.
  - c) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - d) The Financial Proposal in OPEX model shall take into account all the expenses including but not limited to delivery, warranty and AMC of the materials etc. and equipment insurance throughout its life, levies and other impositions applicable under the prevailing law on the supplier.
11. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ cum RFP.
12. Applicants shall express the price (including break down of their costs) in Indian Rupees.
13. Applicants must do their due diligence about the tax implications and DLDSL will not be liable for any incident.
14. The Proposals must remain valid for a period as specified in the schedule section. During this period, the selected supplier is expected to keep available the professional staff proposed for the assignment. DLDSL will make its best effort to complete contract signing within this period. If DLDSL wishes to extend the validity period of the proposals, it may ask the selected supplier to extend the validity of their proposals for a stated period. The suppliers, who does not agree, have the right not to extend the validity of their proposals.

#### **H) Submission, receipt and opening of proposals**

1. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.
2. An Authorized Representative of the Applicant should initial all pages of the Pre-Qualification, Technical and Financial Proposals. The Authorized Representative's

authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

3. Proposal submissions:

Particulars	Contents	Forms	Supporting Documents
<b><u>RFQ proposal</u></b>	-Processing Fees - Pre-Qualification Proposal - Bid Security	Q1, Q2, Q3, Q4, Q5, Q6,Q7	Company Incorporation certificate, partnership deed or any other applicable document, registered under any act, proof of registered office in India, GST registration certificate, Audited balance sheets for last FYs, Purchase orders as proof of project and RFID Reader supply experience, Manufacturers Authorization Form, Support agreement with OEM, Copy of OEM's ISO 9001:2000 certificate, Proof of "power of authority" of the authorized signatory.
<b><u>RFP Proposal</u></b>	Technical Proposal	T1, Technical proposal, specification conformance	Any supporting document which can add weightage to the technical score.
<b><u>Financial Proposal</u></b>	Financial Proposal	F1, F2	Should not contain any supporting document

4. Submission address for submission of original documents of processing fees and bid security:

**CEO, DMICDC Logistics Data Services Limited.**

**Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110011, India**

**Phone: 011-26118884-8**

**Fax: 011-26118889**

**Email: tenders@dldsl.in**

No proposal shall be accepted after the closing time for submission of Proposals.

5. After the Proposal submission until the contract is awarded, if any applicant wishes to contact DLDSL on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence DLDSL during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the applicant's proposal.

## I) Proposal evaluation

1. As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria.
2. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the “Shortlisted Applicants”), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.
3. Prior to evaluation of Proposals, DLDSL will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. DLDSL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:
  - a. RFQ Stage
    - i. The Pre-Qualification Proposal is received in the forms as provided in this RFQ cum RFP;
    - ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
    - iii. it is accompanied by the Processing Fee and Bid Security as specified in this RFQ cum RFP;
    - iv. it does not contain any condition or qualification; and,
    - v. it is not non-responsive in terms hereof
  - b. RFP Stage
    - Technical Proposal
      - i. the Technical Proposal is received in the forms specified in this RFQ cum RFP;
      - ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
      - iii. it does not contain any condition or qualification; and
      - iv. It is not non-responsive in terms hereof.
    - Financial Proposal:
      - i. The Financial Proposal is received in the forms specified in this RFQ cum RFP and fully filled with proposals in as per the format mentioned in the Form F2.
      - ii. it is received by the Proposal Due Date including any extension thereof in terms hereof.
      - iii. it does not contain any condition or qualification; and
      - iv. It is not non-responsive in terms hereof.
4. DLDSL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by DLDSL in respect of such Proposals. However, DLDSL reserves the right to seek clarifications or additional information from the applicant during the evaluation process. DLDSL will

subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

5. As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

**J) Minimum Qualification Criteria:**

S. No.	Prequalification requirement	Supporting documents to be attached
1	An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 and should have a registered office in India in existence for last three (3) year as on PDD.	Documentary proof (copy of certificate of incorporation, partnership deed or any other applicable document, registered under any act and proof of registered office) shall be submitted as part of the Bid documents.
2	Applicant shall have an average annual turnover of at least INR 50 million or equivalent in US Dollars for last two financial years (2015-16 and 2016-17).	Applicant shall submit duly filled Form Q3.
3	The applicant as prime supplier should have supplied to minimum of 2 different clients in last 3 years from the Infrastructure and/or Transportation sector.	Copy of purchase orders from 2 different customers should be submitted as supporting document.
4	The applicant should have supplied at least 50 RFID readers for outdoor usage as part of its installed base, in the last 3 years.	Copy of purchase orders totaling at least 50 RFID readers for outdoor usage should be submitted as supporting document.
5	The applicant should have the original Manufacturers Authorization Form (MAF) provided by the original equipment manufacturer (OEM) of the proposed readers, antennas and related accessories to submit the technical and financial proposals related to their products as a response to this RFP.	Applicant must submit the MAF as per the format provided in this RFP. If the Applicant is the OEM of the proposed readers, antennas and related accessories, a self-declaration clearing mentioning all the requirements as mentioned in the MAF format can suffice the purpose.
6	The applicant should have a back-end support agreement/arrangement for Services and supports including supply of spare parts etc. with the Original Equipment Manufacturers (OEMs). The OEM should have their own service center across India at least for the last 5 years.	Applicant must submit the Agreement letter between the OEM and supplier (Applicant) for support and services of the supplied readers agreed between the two parties. The letter should clearly state the service levels to be provided by the OEM for this assignment, The subject line should clearly refer to the tender number of this RFQ Cum RFP. If the Applicant is the OEM of the proposed readers, antennas and



		related accessories, a self-declaration clearing mentioning all the requirements can suffice the purpose. The agreement should clearly define about OEM's service centers and their duration of functioning.
7	The Original Equipment Manufacturer of the readers (OEM) proposed by the supplier should be ISO 9001:2000 Process Certified for manufacturing.	The applicant must submit the copy of certification.
8	The supplier should not be under a declaration of ineligibility for corrupt and Fraudulent practices issued by Indian Govt. or legal authorities.	The applicant must submit the undertaking sufficing this requirement.
9	The Supplier must have a valid Goods and Services Tax (GST) registration in India	The applicant must submit the copy of GST registration.

**K) Technical Evaluation Criteria:**

1. The evaluation committee ("Evaluation Committee") appointed by DLDSL will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score as detailed below.

Sr. No.	Particulars	Points System	Max. Mark	Supporting Document
<b>1. Specific experience of the applicant in similar assignment</b>			<b>25</b>	
a	No. of projects the applicant has supplied RFID readers for outdoor use (Delivery of less than 5 readers for any project will not be considered. Delivery to a single client through multiple POs for a particular project will be considered as single project )	5 or more = 5 marks 3 or More but less than 5 = 3 marks 1 or more but less than 3 = 1 mark No project = 0 marks	5	Purchase order or Experience certificate from the client
b	The cumulative value of the IT project contracts the applicant has executed in OPEX model.	More than INR 80 Cr = 10 marks Between INR 51 Cr and INR 80 Cr = 8 Marks Between INR 11 Cr and INR 50 Cr = 4 Marks Between INR 1 Cr to INR 10 Cr = 2 Marks	10	Contract copy confirming the value of the agreement and terms of payment
c	The cumulative number of RFID readers supplied by the supplier for various projects in India.	More than 300 = 10 Marks Between 150 and 299 = 6 Marks Less than 150= 4 Marks	10	Purchase order or Experience certificate from the client confirming the reader

			quantity.
<b>2. Technical, operational and environmental compatibility of the proposed hardware</b>		<b>25</b>	
a	Conformance of the Specification of the proposed fixed reader with the specification as mentioned in this RFP. The requirements marked as “[ <b>Must to have</b> ]” are the mandatory requirements). The products which are not complied the requirement mentioned as must to have in specification section will be disqualified.	100 % = 10 marks Between 90% to 99% = 6 marks Between 80% to 89% = 2 marks  Less than 80% = 0 marks	10 Specification conformance report for fixed reader
b	Conformance of the Specification of the proposed antenna with the specification as mentioned in this RFP. The requirements marked as “[ <b>Must to have</b> ]” are the mandatory requirements). The products which are not complied the requirement mentioned as must to have in specification section will be disqualified.	100 % = 5 marks Between 90% to 99% = 3 marks Between 80% to 89% = 1 marks  Less than 80% = 0 marks	5 Specification conformance report for antenna
c	Conformance of the Specification of the proposed handheld reader with the specification as mentioned in this RFP. The requirements marked as “[ <b>Must to have</b> ]” are the mandatory requirements). The products which are not complied the requirement mentioned as must to have in specification section will be disqualified.	100 % = 10 marks Between 90% to 99% = 6 marks Between 80% to 89% = 2 marks  Less than 80% = 0 marks	10 Specification conformance report for handheld reader
<b>3. Hardware manufacturer's experience and capability</b>		<b>30</b>	
a	No. of large scale projects, the RFID readers of the OEM have been implemented in India (Projects with 100+ readers implementation will only be considered )	5 or more = 10 marks 3 or More but less than 5 = 6 marks 1 or more but less than 3 = 2 marks  No project = 0 marks	10 Undertaking from the OEM confirming the name of the projects and reader quantity with reader's model number.
b	Warranty period committed by	8 years or more = 5 marks	5 Warranty

	the OEM	6-7 years = 3 marks		agreement between OEM and supplier
		3-5 years = 1 mark		
		less than 3 years = 0 mark		
c	The support type committed by the OEM during warranty period	Advance replacement for the faulty device = 5 marks	5	Support agreement between OEM and supplier
		Replacement after receipt of the faulty device = 3 Marks		
		No Replacement. Repair and return after receipt of the faulty device = 1 Marks		
		No support agreement = 0 marks		
d	Global brand value of the proposed OEM		2	
	All proposed hardware are manufactured by the same OEM		3	
	OEM should have Service center in India for last 5 years		3	Undertaking by OEM
	OEM's investment in R&D		2	Undertaking by OEM
<b>4. Technical proposal presentation</b>			<b>20</b>	
a	Material acceptance plan		4	
b	Quality assurance plan		4	
c	Faulty Material repair and replacement strategy		4	
d	Test report on tag read distance and read-counts (#)		4	
f	Any achievement or success story of the applicant in similar assignment		4	
	<b>TOTAL</b>		<b>100</b>	

**(#)Note:** The applicant needs to provide a report (on its own setup) on proposed RFID reader's reading distance and number of reads per second, while reading a RFID tag placed on a metal surface (minimum one square meter of size). The report, explaining the detailed test layout, scenario and test result should be a part of the overall technical presentation. The better readings will have emphasis on the score.

However, if the applicant gets selected, after acceptance of LOA, the reading records submitted to DLDSL during technical evaluation need to be demonstrated by the selected applicant by conducting a POC, before the signing of the contract. If DLDSL observes that there are significant variations between the submitted records and POC results, DLDSL shall have right to terminate the LOA and forfeit the security deposit.

- A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ cum RFP Document or if it fails to achieve the minimum technical score.
- The technical proposal should contain a technical presentation in MS word format, which can justify the applicant's proposal on following aspects:

Applicant's Experience on similar assignments  
Applicant's Equipment supply Capabilities

Technical, operational and environmental compatibility of the proposed hardware (specification conformance)

Support services of the proposed hardware OEM in India

Existing deployment of the proposed hardware in India

Any achievement or success story of the applicant in similar assignment

Test report on tag read distance and read-counts (It should cover the test criteria and test scenario)

4. DLDSL will notify Applicants who fail to qualify the technical round about the same and return their Financial Proposals unopened after completing the selection process.
5. The applicants who score more than 80 (Eighty) points in technical round (technically qualified applicants) will be notified, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
6. The Financial Proposal will be opened in the presence of qualified Applicants' representative who choose to attend.

Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

7. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only.
8. The "technically qualified" Applicant who has submitted lowest financial proposal will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

#### **L) Award of contract**

1. After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by DLDSL to the Successful Applicant and the Successful Applicant shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the DLDSL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by DLDSL on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
2. Performance Security: Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by DLDSL until the "Completion of the assignment" i.e. completion of the leasing period of the Goods delivered till the expiry of the contract. On the "Completion of the assignment" and further receiving the notice from the supplier, DLDSL will return the Performance Security within a period of 180 (one hundred eighty) days from the date of receiving the notice without interest to the extent the same has not

been utilized in recovering the amounts of the liquidated damages or damages, as the case may be.

3. Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Contract as attached with this RFQ cum RFP document within 15 (fifteen) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Contract
4. Commencement of Assignment: The Successful Applicant is expected to commence the Assignment on the date of commencement of services as prescribed in the schedule of Contract. If the Successful Applicant fails to either sign the Contract or commence the assignment as specified herein, DLDSL may invite the second ranked Applicant for contract signing. In such an event, the Bid Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by DLDSL.

#### **M) Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

#### **N) Fraud and corrupt practices**

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ cum RFP, DLDSL will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, DLDSL will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to DLDSL for, inter alia, time, cost and effort of DLDSL, in regard to the RFQ cum RFP, including consideration and evaluation of such Applicant’s Proposal.

#### **O) Pre-Bid meeting**

1. Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.
2. The applicants who are interested in attaining the pre-bid meeting should confirm DLDSL about the participation one day prior the schedule. The confirmation can be sent to **tenders@dldsl.in**
3. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of DLDSL. DLDSL will endeavor to provide

clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

**P) Payment Term and Termination Event:**

1. The supplier, shall be entitled to raise the first phase invoice after 10 days from the acceptance of Goods delivered. Further, the first invoice for the subsequent phases shall be raised after 10 days from the acceptance of the Goods delivered for the concerned phase. The supplier shall be entitled to raise the subsequent quarterly invoices for the concerned phases at any time after 10<sup>th</sup> day from the beginning of the respective quarter for the accepted goods. All invoices shall be paid by DLDSL to the supplier within 80 (Eighty) days of the receipt of the Invoice by DLDSL.
2. The liquidated damages (If any) incurred by the supplier in the previous quarter will be recovered from the total leasing fees of the quarter to be paid by DLDSL to the supplier.
3. In the event of termination of the project due to any reason other than the non-performance of the supplier, DLDSL will make the payment of leasing fees of the remaining leasing period of the material in one instance in an adjusted amount for discounting of 10% of leasing fee to close the termination process. In such event, the ownership of the materials will be transferred as DLDSL's asset.

**Q) Miscellaneous**

1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

DLDSL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - ii. consult with any Applicant in order to receive clarification or further information;
  - iii. retain any information and/or evidence submitted to DLDSL by, on behalf of and/or in relation to any Applicant; and/or
  - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
2. DLDSL reserves the right to make inquiries with any of the Clients listed by the Applicants in their previous experience record. If it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process, DLDSL will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to DLDSL for, inter alia, time, cost and effort of DLDSL, in regard to the RFQ cum RFP, including consideration and evaluation of such Applicant's Proposal.
  3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DLDSL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DLDSL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of DLDSL in relation to any matter concerning the Project;
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DLDSL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **Section 4: Scope of work:**

### **A) Detailed scope of work:**

1. Supply of the RFID fixed readers and handheld readers and related accessories at various port terminals of India as per requirement.
2. Goods should be delivered as per the schedule mentioned in section 2 (Schedule of the tender- work completion period).
3. The leasing of the complete Bill of Material will be done in phase as per the site readiness and requirement.
4. The site locations for the Goods delivery are the toll plazas, CFS/ICDs and Port terminals in India. However, the exact site address details will be provided by DLDSL while releasing the purchase order/ confirmation over email for the site.
5. The acceptance of the delivered material will be considered based on the functioning of the material on first time installation by DLDSL or its vendor.
6. Delivery of the materials along with the related documents as per Technical Specification are the responsibility of the supplier.
7. The supplier shall ensure that all Products/equipment is supplied within the Implementation schedule agreed with DLDSL.
8. The supplier shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the DLDSL along with the supplied products/equipment. Supplier should provide patches, security updates, hotfixes, etc. from the principal manufacturer at no additional cost to DLDSL. It is the responsibility of the supplier to ensure that the principal manufacturer is providing all necessary support for integration of the equipment with DLDSL's any existing or new application.
9. The Supplier shall provide a Manufacturer's Authorization of the system software and hardware supplied.
10. The Supplier shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied equipment in the conditions prevailing across the country.
11. The Supplier shall warrant that the materials delivered under the contract shall be as per the Service Level Requirements (refer Service Level segment). All the penalty clauses shall be applicable during the agreement Period in case of failure on part of the supplier.
12. During the lease/ warranty/AMC period, the supplier should ensure services from Hardware OEM / OEM certified service providers of the highest service standards. For handheld readers, the service support should also include wear and tear and accidental



damages. The Supplier should ensure that experienced, certified and qualified service engineers are present on 24 X 7 basis during the lease Period.

13. The Supplier shall supply the following sets of documents. All documents shall be in English language.
  - Installation manual
  - Overall equipment specification and description of hardware, software, explaining facilities, functions and principles
  - Equipment installation drawings
  - Installation instructions and testing procedures
  - Equipment troubleshooting instructions including Fault Dictionary
  - Operations Manual
  - Acceptance test cases
  - Incident escalation matrix
14. A set of Factory Test results of the equipment together with information on the method of the testing shall be supplied.
15. The supplier shall ensure that there is no end of support from the OEM for the materials supplied to DLDSL till the end of the lease/AMC period.
16. The tentative quantities of RFID Fixed and Handheld Reader is as mentioned below:

Sr. No	Line Item	Quantity
A	RFID FIXED READER with two antennas	521
B	RFID FIXED READER with one antenna	428
C	RFID HANDHELD READER	41

Quantities mentioned in the above are indicative. Supplier has quoted the rates and total price considering the possibility of variations of +/- 20% in the above mentioned quantities. The procurement will not be done in a single instance. Based on the clarity of site layout and status of civil infrastructure, a phase-wise shipment plan of material will be finalized.

The supplier should quote a fixed firm price for the individual components and services, keeping in view the phased shipment scenario. No price escalation (except from change in government imposed Taxes and levies) shall be entertained. For all the items, a lesser quantity as compared to the BOQ given may be required to be procured based on the operational requirements. Accordingly, DLDSL reserves the right to reduce the final BOQ to match finalized operational requirements.

**B) Specification**

## 1. Fixed reader

Accessories	Reader, Power adaptor with Indian standard power plug, and other installation accessories.
Ports	<b>[Must to have]</b> Should support 4 or more ports per reader
Antenna Mode	Monostatic or Bistatic
Processor	620 MHz or better
Memory	<b>[Must to have]</b> Flash 128 MB; DRAM 128 MB or better
Environment	Non-AC, Dusty environments such as toll plazas, CFS/ICDs
Application	Dense tag environments
Housing	Aluminum
	<b>[Must to have]</b> IP53 or better
Dimensions	Small Installation Footprint
Connectivity	<b>[Must to have]</b> 10/100 BaseT Ethernet
Operating Temp	-4°to +131° F
	-20°to +55° C
firmware and Management protocol supported	Remote firmware management capability using web browser and web tools and RM 1.0.1 (with XML over HTTP/HTTPS and SNMP binding)
Host Interface Protocol	<b>[Must to have]</b> LLRP + RM ( The reader must retain transactional data even after power-off/restart of the device)
API Support	<b>[Must to have]</b> .NET and C
Max Receive Sensitivity ISO standard	100 dbi or more bi-static, 80 dbi or more monostatic
	ISO 180006C (EPC Class 1 Gen 2) ISO 180006B
Power Output	+10dBm to +33dBm
Specific Absorption Ratings	complies to FCC 47CFR2:OET Bulletin
	65; EN 50364
Humidity	5% to 95% non-condensing
Safety and health	IEC 60950-1 , UL 2043
service center	OEM should have in country service center
toll free number	OEM should have toll free number easily accessible to partners and customer for online support
Reading accuracy on Continuous power “ON”	<b>[Must to have]</b> The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Regulatory compliances	Safety: Safety UL 60950-01, UL 2043, IEC 60950-1, EN 60950-1
	Other: ROHS, WEEE

## 2. Antenna:

Accessories	Antenna (Outdoor), mounting bracket and other installation accessories. (RF cable excluded)
Connectors	2xType N female for bistatic or 1x Type N female for monostatic
Connector Position	Back
Mounting Bracket	Integrated mounting holes
Weight	2kg or less
Casing	UV Stable ASA
Frequency and Gain	As permitted by regulatory in India
3db Beam Width	70° in both phases
Max Power	10 W
Axial Ratio	1dB typical
Operating Temperatures	-22°F to +158°F (-30°C to +70°C )
Sealing	<b>[Must to have]</b> IP-67 or better
Environmental	<b>[Must to have]</b> RoHS/WEEE compliant
Vibration	IEC-68-2-6 (10 to 150 Hz, 05 g, 1 hour in each of two axes) (Random Vibration)
Humidity	MIL-Std 810G, METHOD 507.5, Procedure II - Aggravated

## 3. Handheld RFID reader:

Accessories	Handheld reader, battery and charger with Indian standard power plug
Processor :	<b>[Must to have]</b> 1 Ghz or better
Memory :	<b>[Must to have]</b> 512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better
Interface :	USB 2.0 Host USB 2.0 Client
Wireless :	WWAN - 4G/HSPA/GPRS/3.5G, WLAN 802.11 a/b/g/n ready
Communication:	USB 2.0, Bluetooth Class II, v2.1 (EDR)
Power :	<b>[Must to have]</b> Min. 3600 mAh Li-Ion rechargeable battery for minimum 8-10 hrs of use in the field
Display and Keypad	<b>[Must to have]</b> 3.5 in. or more color VGA display Qwerty Keypad Physical and Virtual readable in sunlight
Indications	Indication on device for Charging, low battery, connectivity etc.
Dimensions and Weight:	less than 1 kg (excluding accessories)
Ruggedness	<b>[Must to have]</b> IP 67 or better with Multiple 6 ft. per MIL-STD 810G across the operating temperature range.
Install base	suggested model should have 50000+ units installed globally by OEM
RFID band	<b>[Must to have]</b> As permitted by Govt. regulatory in India
Antenna Type	Omni directional integrated
RFID Standards supported	<b>[Must to have]</b> EPC Class 1 Generation 2 supported
Reading distance	<b>[Must to have]</b> contact to 3 meters or more

Supply of RFID Reader for Logistics Data Bank (LDB) Project in India

EMI/EMC	ICES 003 Class B; EN 301 489-1; EN 301 489-3; EN 55022; EN55024
Environmental	<b>[Must to have]</b> RoHS/WEEE compliant
Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Service support	Support including wear and tear and accidental damages to be provided by supplier.
Service center	OEM should have in country service center with proven track record of operating service center for last 5 years
Battery Chargers/ Cradles:	4-slot battery charger;

### C) Service Levels

#### 1. Equipment specification:

- a. Target: The device should function as per the specification defined in the RFQ Cum RFP.
- b. Liquidated Damage:

For every incident of downtime due to failure of meeting the specifications, 0.5% of the dues (equivalent to the sum of monthly leasing charge of the component) will be deducted as Liquidated Damages from payables due to the supplier.

The total amount of such Liquidated Damages per month would be limited to maximum 20% of the entire LDB system's leasing charges for that month.

#### 2. Service Support

- a. Target:

Online access to operating system software	OS updates and upgrades
Support help desk	24x7 support
Faulty Repair turnaround time	The faulty device should be repaired or replaced in 24 Hrs.

- b. Liquidated Damage:

For every incident of breaching of service support, 0.5% of the dues (equivalent to the sum of monthly leasing charge of the component) will be deducted as Liquidated Damages from payables due to the supplier.

Additional 0.5% of dues will be deducted per day for every 24 hrs delay in replacement or repair of the faulty device after the third day of the incident reporting.

The total amount of such Liquidated Damages per month would be limited to maximum 20% of the entire LDB system's leasing charges for that month.

#### 3. Timeliness of Delivery

- a. Definition

The timeliness is defined by the base date of site-wise delivery of the hardware.

- b. Liquidated Damages

If the supplier fails to deliver the material, within the timelines or any extension thereof, due to reasons attributable to the supplier, the DLDSL shall recover the amount of damages as Liquidated Damages. Recovery for the liquidated damage due to delay in delivery of the material will be done by making deductions from the supplier's performance security.

The recovery will be done at the rate of 0.5% of the Contract Price per Week of delay.

**Section 5: Standard Forms for proposal submission:**

**Form Q1: Pre-Qualification Proposal Submission Form**

[Location, Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110011, India

**RFQ cum RFP dated [date] for selection of SUPPLIER for [name of assignment]  
Tender No.: [ ]**

Dear Sir,

With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified. We are submitting our Proposal as sole applicant.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that DLDSL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Supplier, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the supplier for the aforesaid Project.
3. We shall make available to DLDSL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DLDSL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;

- b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DLDSL or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the supplier, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a supplier.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the supply for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ /Authorized Signatory.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DLDSL in connection with the selection of supplier or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the supply of the material for the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree that DLDSL reserves the right to withheld/ cancel/ recall bids at any time for reasons not to be disclosed to the applicants.
15. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFQ cum RFP.
16. In the event of our being selected as the supplier, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DLDSL or in respect of any

matter arising out of or concerning or relating to the selection process including the award of supply.

18. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

19. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

20. We have few suggestions about conditions of the RFQ cum RFP and the same have been enclosed as annexure to this form. Client may consider the same at its discretion.

21. The proposed make (OEM) and model of the equipment is mentioned below.

RFID Fixed reader:

RFID Antenna for fixed reader:

RFID handheld reader:

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)



**Form Q2: Pre-qualification Proposal (eligible projects)**

[Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for carrying out supply services similar to the ones requested under this assignment.]

- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE OR PURCHASE ORDER AS REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED.
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE OR PURCHASE ORDER FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST THREE YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore or equivalent USD):
Country: Location within country:	Duration of assignment (months):
Name of Client:	No. of RFID Readers and accessories Supplied :
Address:	Approx. value of the services provided by your firm under the contract in case of JV/ Consortium (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	Approx. value of the RFID readers and accessories supplied:
Name of Lead Partner:	Specification and detailed description of the supplied readers:

**Form Q3: Pre-qualification Proposal (Average Annual Turnover)**

<b>Sl No</b>	<b>Financial Years</b>	<b>Average Annual turnover of the applicant (INR or USD)</b>
<b>1</b>	2015-2016	
<b>2</b>	2016-2017	
	<b>Average for two years</b>	[indicate sum of above divided by 2]

**Certificate from the Statutory Auditor**

This is to certify that [name of company] [registered address] has the turnover shown above against the respective years.

Name of Authorized Signatory  
Designation  
Name of firm

Signature of Authorized Signatory  
Seal of Audit firm

Note:

In case the supplier does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

**Form Q4: Pre-qualification Proposal (RFID Supply Experience)**

[Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within a JV/ consortium for supplying RFID readers.

-USE PROJECTS WITH COPY OF PROOF OF SUPPLY OF RFID READERS AS REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED.

-PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENT WILL NOT BE CONSIDERED.

-EXHIBIT PROJECTS IN THE LAST THREE YEARS.

<b>SI NO</b>	<b>Client's Name</b>	<b>Last date delivery</b>	<b>Reader Make/Model</b>	<b>Quantity</b>
<b>TOTAL</b>				

Name of Authorized Signatory

Designation

Name of firm

**Form Q5: Pre-qualification Proposal (Manufacturers Authorization)**

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer

**Manufacturer’s Authorization**

**Invitation for Bids Title and No.:**

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110011, India

WHEREAS [OEM’s name] who are official producers of **RFID readers** and having production facilities at **[Address]** do hereby authorize **[Supplier’s name]** located at **[Address]** (hereinafter, the “Bidder”) to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

- 1) [model number of the proposed fixed reader]**
- 2) [model number of the proposed antenna]**
- 3) [model number of the proposed handheld reader]**

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed product will be delivered with our warranty as per the specification and service levels desired in the RFP document.

We hereby confirm that, we will provide the SDK and necessary support for integration of the supplied hardware with the client’s applications.

Name :

In the capacity of :

**Form Q6: Pre-qualification Proposal (Undertaking for insurance of supplied equipment)**

[Location, Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110011, India

**RFQ cum RFP dated [date] for selection of SUPPLIER for [name of assignment]  
Tender No.: [ ]**

Dear Sir,

With reference to your RFQ cum RFP Document dated [date], we undertake that all materials to be supplied by us for the LDB project shall be covered under insurance throughout its life cycle

Name of Authorized Signatory  
Designation

### **Form Q7 : Bank Guarantee for Bid Security**

BG No.

Date:

1. In consideration of you DLDSL, a company incorporated under the Companies Act, 1956, having its registered office Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110011 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Supplier for [name of assignment] (hereinafter referred to as the “supplier”) pursuant to the RFQ cum RFP Document dated [date] issued in respect of the supply and other related documents including without limitation the draft contract for the services (hereinafter collectively referred to as “RFQ cum RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Supply of RFID Reader for Logistics Data Bank (LDB) Project in India

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

-The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

-The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



**Form T1: Technical Proposal Submission**

[Location, Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110011, India

**RFQ cum RFP dated [date] for selection of supplier for [name of assignment]**

Dear Sir,

With reference to your RFQ cum RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as sole applicant.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ cum RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFQ cum RFP.

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that DLDSL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the supplier, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the supplier for the aforesaid Project.

3. We shall make available to DLDSL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of DLDSL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. We declare that:

a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;

- b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DLDSL or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the supplier, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a supplier.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ / Authorised Signatory.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMICDC in connection with the selection of supplier or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the supplier, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DLDSL or in respect of any matter arising out of or concerning or relating to the selection process.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

18. Please find our reply to the technical evaluation criteria and the list of supporting documents submitted.

Sr. No	Particulars	Applicant's Reply	Supporting Document submitted
<b>A. Specific experience of the applicant in similar assignment</b>			
a	No. of projects the applicant has supplied RFID readers for outdoor use (Delivery of less than 5 readers for any project will not be considered. Delivery to a single client through multiple POs for a particular project will be considered as single project )		
b	The cumulative value of the IT project contracts the applicant has executed in OPEX model.		
c	The cumulative number of RFID readers supplied by the supplier for various projects in India.		
<b>B. Technical, operational and environmental compatibility of the proposed hardware</b>			
a	Conformance of the Specification of the proposed fixed reader with the specification as mentioned in this RFP. The requirements marked as "[Must to have]" are the mandatory requirements). The products which are not complied the requirement mentioned as must to have in specification section will be disqualified.		
b	Conformance of the Specification of the proposed antenna with the specification as mentioned in this RFP. The requirements marked as "[Must to have]" are the		

	mandatory requirements). The products which are not complied the requirement mentioned as must to have in specification section will be disqualified.		
c	Conformance of the Specification of the proposed handheld reader with the specification as mentioned in this RFP. The requirements marked as “[Must to have]” are the mandatory requirements). The products which are not complied the requirement mentioned as must to have in specification section will be disqualified.		
<b>C. Hardware manufacturer's experience and capability</b>			
a	No. of large scale projects, the RFID readers of the OEM have been implemented in India (Projects with 100+ readers implementation will only be considered )		
b	Warranty period committed by the OEM		
c	The support type committed by the OEM during warranty period		
d	Global brand value of the proposed OEM		
	All proposed hardware are manufactured by the same OEM		
	OEM should have Service center in India for last 5 years		
	OEM's investment in R&D		

We remain,  
Yours sincerely,

Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:  
(Name and seal of the Applicant)

**Form F1: Financial Proposal Submission Form**

[Location]

[Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,  
50B Chanakyapuri, New Delhi – 110011, India

Dear Sir,

**Subject: [name of assignment].**

We, the undersigned, offer to provide the supply services for RFID readers and accessories in accordance with your Request for Qualification cum Request for Proposal dated [date] and our Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic corrections, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

The pricing provided in the financial proposal covers all cost components that includes all taxes, permits and duties, transportation fees, equipment insurance associated with the Assignment except Goods and Services Tax.

We understand you are not bound to accept any Proposal you receive.

We remain,  
Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Form F2: Summary of Costs**

**PRICING IN OPEX MODEL (EIGHT YEARS LEASING):**

		(i) Per month leasing Price (INR)	(ii) Quantity	(iii) Leasing months	Total (INR) = (i)*(ii)*(iii)
A	RFID FIXED READER with two antennas		521	96	
B	RFID FIXED READER with one antenna		428	96	
C	RFID HANDHELD READER		41	96	
<b>TOTAL PRICE IN OPEX 8 YEAR LEASING MODEL ( =A+B+C)</b>					
Total Price in Words.					

**Note:** All the above charges shall be inclusive of all taxes and duties, permit fees, transport fees, equipment insurance fees, etc. except Goods and Services Tax which shall be paid as per applicable rates.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## **“Annexure-A”**

### **Tips to bidders**

#### **1. Enrollment process in the Tender site**

-Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment”. Enrollment on the CPP Portal is free of charge.

-As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.

-Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

-Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.

-Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

-Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

#### **2. Tender search**

-There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

-Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Favorites’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

-The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **3. Preparation of bids**

-Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.

-File and Folder name should not contain any special characters (&, #, etc.) or space in between.

-Download the tender document, NIT, BOQ of the required tender in that folder.

-Scan the EMD fee instruments/ Tender fee instruments for offline payments if any.

-In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

-Scan and keep ready Pre-qualification documents like life certificates, PAN etc. if any

-Prepare the technical bid document and then convert into PDF

-Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.

-Keep all the documents in the same folder for the easy bid document upload

-The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

#### **4. Submission of bids**

-Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

-The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

-Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

-If a standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

-The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

-All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.



-Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

-Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **5. Password maintenance**

-The length of the password should be of 8 to 32 characters

-The password should be of any English lowercase and uppercase (a-z and A-Z) characters.

-The password must contain at least one number between 0-9.

-The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]

-Sample password is just like Admin123\$, India2000#, etc.

## **6. About DSC**

-Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.

-Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.

-Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.

-The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.

-Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.

-Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.

-Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

## **7. DSC providers for Private firms**

-A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

-The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.

-The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

### **8. Advantage of “My Space” on CPP Portal**

-The bidder can upload Non Sensitive frequently asked documents prior at any point of time once he logs in to the application. These are not encrypted.

-The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.

-In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.

- This will avoid repeated upload of common documents and also save space and time.

### **9. System requirements**

-Windows XP with latest service pack  Loaded IE 7.0 or above

-Loaded JRE 1.6 or above

-Antivirus Software with latest definition.

-Internet connectivity

-Scanner to scan the documents if required  Printer and PDF Creator.

### **10. Assistance to Bidders**

-Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

-Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**Standard form of contract**

Contract for Supply of RFID readers for Logistics Data Bank (LDB) Project in India

**BETWEEN**

**DMICDC Logistics Data Services Limited**

**AND**

**Name of Supplier**

This **CONTRACT** for Supply of RFID readers for Logistics Data Bank (LDB) Project in India (“**Contract**”) is executed on \*\*\* Day of \*\*\*\*, 2018.

**BY AND BETWEEN**

**DMICDC Logistics Data Services Limited**, represented by its Chief Executive Officer having its registered office at Room No.341 B, 3rd Floor, Main Building Hotel Ashok, Diplomatic Enclave-50B, Chanakyapuri, New Delhi - 110021, India, (hereinafter referred to as the “**DLDSL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **ONE PART**;

**AND**

[**Company Name**], represented by \*\*\*\*\* having its registered office at \*\*\*\*\*, a company incorporated under the provision of the company Act, \*\*\*\*\* and having its registered office at [Address].

(hereinafter referred to as the “**Supplier**”, which expression, unless repugnant to the context or meaning thereof shall be deemed to mean and include its administrators, successors, and permitted assigns) of the **OTHER PART**.

DLDSL and the Supplier shall be individually referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**

- A. The concept of the Logistics Data Bank (LDB) project (LDB Project) has been developed to address the issue of tracking and viewing the movement of containers across the ports to the Inland Container Depots (ICDs) and Container freight stations (CFSs) and end users. The LDB Project is an overarching solution that integrates the information available with various agencies across the supply chain to provide detailed real time information within a single window. The LDB Project is providing value added services including comparative metric based analysis. This is enabling the Government of India, State Governments, importers, exporters and other stakeholders to assess comparative performance; identify inefficiencies and bottlenecks to develop strategies to ensure the development of the sector.
- B. To take-up the LDB Project, DLDSL has been set up as a separate special purpose vehicle jointly by National Industrial Corridor Development and Implementation Trust (NICDIT) and NEC Corporation, Japan. The LDB Project is providing the near real time visibility of the container movement across the supply chain and will have far reaching effects in streamlining the container logistics movement.
- C. DLDSL is looking for a suitable and reliable supplier who can supply RFID readers for the LDB Project at various port sites in India. For this purpose, DLDSL had issued a RFQ cum RFP document - Tender No. DLDSL/ 2018-19/IT/001 on **25<sup>th</sup> July, 2018** (“**Tender Documents**”) inviting bids from eligible suppliers to submit their proposals for the supply of Goods (*as hereinafter defined*) for the LDB Project.
- D. Pursuant to the evaluation of the proposal of various bidders, the Supplier’s proposal was found to be the lowest financial proposal among the proposals of the technically qualified bidders. Accordingly a letter of award (“**LOA**”) was issued on \*\*\*, **Month**,

**2018** to the Supplier by DLDSL. The Supplier has acknowledged and accepted the LOA by signing and returning the duplicate LOA to DLDSL.

- E. In furtherance thereof, DLDSL and the Supplier are now entering into this Contract to record the terms and conditions governing the supply of the Goods for the LDB Project and rights and obligations of the Parties in relation thereto.

**NOW THEREFORE**, in consideration of the foregoing and the respective covenants and contracts set forth in this Contract and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged by the Parties, the Parties intending to be legally bound hereby, covenant and agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

Definitions

- 1.1 In this Contract (including the recitals and schedules), unless the context requires otherwise, the following words and expressions shall have the meanings ascribed to them as hereunder:
- a) **“Affected Party”** shall have the meaning ascribed to the term in Clause 15.1;
  - b) **“Arbitration Reference Notice”** shall have the meaning ascribed to the term in Clause 23.12;
  - c) **“Change in Law”** means the occurrence of any of the following after the Execution Date:
    - (i) The enactment of any new Indian law;
    - (ii) The repeal, modification or re-enactment of any existing Indian law;
    - (iii) The commencement of any Indian law which has not entered into effect until the date of execution of the Contract;
    - (iv) Change in the interpretation or application of any Indian law by a court which has become final conclusive and binding or, via issuance of circulars/ clarifications by any relevant Competent Authority having jurisdiction over the matter in question;
    - (v) Change in the rates of applicable custom duties or anti-dumping duties in force on the date of the submission of the proposal.
  - d) **“Change of Scope”** shall have the meaning ascribed to the term in Clause 7.1;
  - e) **“Competent Authority”** means any government (Central, State and local) in India or any ministry, directorate, department or political subdivision thereof, or a judicial authority, and includes any other governmental authority under the direct or indirect control of any such government;
  - f) **“Contract”** means this Contract together with all of the Schedules attached hereto and documents that may from time to time be attached hereto (including any annexes, schedules, exhibits and documents attached) and as any or all of the same may be amended, modified or supplemented, or superseded, from time to time, by the mutual consent of the Parties, and includes any purchase order issued, if any, prior to the Execution Date and all the documents as mentioned in Clause 2 below and the term “Contract” has to be read in accordance with Clause 2;

- g) “**Dispute**” shall have the meaning ascribed to the term in Clause 19.1;
- h) “**Execution Date**” shall mean the date on which the Contract has been signed by the Parties hereto;
- i) “**FM Notice**” shall have the meaning ascribed to the term in Clause 19.12;
- j) “**Force Majeure event**” shall have the meaning ascribed to the term in Clause 15.1 and illustrated in Clause 19.11;
- k) “**Indemnified Party**” shall have the meaning ascribed to the term in Clause 16.1;
- l) “**Indemnifying Party**” shall have the meaning ascribed to the term in Clause 16.1;
- m) “**Information**” shall have the meaning ascribed to the term in Clause 21;
- n) “**Intellectual Property**” shall include any and all titles, rights and intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in India or any part of the world, including but not limited to:
  - (i) patents, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, industrial designs;
  - (ii) invention, trade secret, know-how, computer softwares, applications, process, network, system, data, programmes, codes, source codes, technology, technical data, customer lists, and confidential, technical and product information and other intellectual property rights;
  - (iii) registrations, applications, letters, deed of grant, certificate or documented title for anything referred above in this definition and any medium in which anything referred above herein is stored or embodied, in each case, in India and throughout the world.
- o) “**LDB Project**” shall have the meaning ascribed to the term in Recital A;
- p) “**LOA**” shall have the meaning ascribed to the term in Recital D;
- q) “**Losses**” shall have the meaning ascribed to the term in Clause 16.1;
- r) “**Performance Security**” shall have the meaning ascribed to the term in Clause 10.1;
- s) “**RFID**” or “**Radio Frequency Identification**” shall mean a technology that incorporates the use of electromagnetic or electrostatic coupling in the radio frequency (RF) portion of the electromagnetic spectrum to uniquely identify an object;
- t) “**Goods**” shall mean and include RFID fixed readers, RFID handheld readers, antennas and related accessories;
- u) “**SPOC**” shall have the meaning as given to it in Clause 8.1;

- v) **“Tender Documents”** shall have the meaning ascribed to the term in Recital C and shall always include any clarification, corrigendum or amendment, issued if any, to the same;

Interpretation

**1.2 In construing this Contract:**

- (a) the singular of any defined term includes the plural and *vice versa* and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (b) a reference to any gender includes the other and neuter gender;
- (c) references to recitals, clauses and schedules are references to Recitals, Clauses and Schedules of and to this Contract;
- (d) the expression **“this Clause”** shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- (e) references to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Execution Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- (f) the schedules, annexures and exhibits to this Contract shall be deemed to be incorporated in and shall form an integral part of this Contract;
- (g) the terms **“herein”**, **“hereof”**, **“hereto”**, **“hereunder”** and words of similar purport refer to this Contract as a whole;
- (h) any date or period set forth in this Contract shall be such date or period as may be extended pursuant to the terms of this Contract;
- (i) Reference to any contract, document or arrangement or to any provision thereof shall include references to any such contract, document or arrangement as it may, after the date hereof, from time to time, be amended or supplemented. For the avoidance of doubt, a document shall be construed as amended or modified only if such amendment or modification is executed in compliance with the provisions of such document(s);
- (j) a reference to **“delay”** shall mean hindrances, disruptions or obstructions, or any other similar term in the industry and the resulting impact from such hindrances, disruptions or obstructions, including inefficiency, impact, ripple or lost production;
- (k) the word **“Person”** shall mean any individual, partnership, firm, corporation, body corporate, joint venture, association, trust, unincorporated organization or other similar organization or any other entity;
- (l) a reference to **“month”** shall mean a calendar month and a reference to **“day”** shall mean a calendar day of twenty four consecutive hours beginning at 00.00 hrs (midnight)

- and ending at 24.00 hrs (midnight) as referred to local time at site, unless otherwise specified;
- (m) a reference to “**quarter**” shall mean a quarter namely 1<sup>st</sup> April to 30<sup>th</sup> June, 1<sup>st</sup> July to 30<sup>th</sup> September, 1<sup>st</sup> October to 31<sup>st</sup> December, and 1<sup>st</sup> January to 31<sup>st</sup> March, unless otherwise specified;
  - (n) the descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Contract;
  - (o) no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and
  - (p) if any term in the recitals or Clause 1 of this Contract is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Contract.

## **2. CONTRACT DOCUMENTS**

- 2.1. The following shall be deemed to form and be read and construed as a part of the Contract. The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, DLDSL shall issue any necessary clarification or instruction to the Supplier, and the priority of the documents shall be as follows:
- (a) This Contract
  - (b) The LOA;
  - (c) Clarifications, pre-bid clarifications and addendums, if any, issued to the Tender Documents;
  - (d) The Tender Documents; and
  - (e) Supplier’s Proposal dated \*\*\* **Month, 2018** including the manufacturer authorization form provided by the original equipment manufacturer (OEM) of the proposed hardware as mentioned in the Tender Documents, agreement between the Supplier and the OEM for support and services as mentioned in the Tender Documents.
- 2.2. All of the foregoing documents, together with this Contract, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.

## **3. SCOPE**

### Scope

- 3.1. DLDSL hereby engages the Supplier to supply the Goods and fulfil other obligations, as more particularly described in Schedule –I hereto. The Contractor agrees to perform efficiently and faithfully all of the works, namely, design, manufacture / procure and supply of Goods and in carrying out all duties and obligations imposed by the Contract.

### **Non-exclusive**



3.2. Notwithstanding anything contained in this Contract or elsewhere, the Supplier acknowledges and agrees that DLDSL is not bound to procure the Goods exclusively from it.

#### 4. LEASING FEES AND PAYMENT TERMS

##### Leasing Fees

4.1. In consideration for the performance of the scope of work by Supplier as detailed in Schedule-I and of its other obligations hereunder, DLDSL covenants to pay to the Supplier, subject to and in accordance with the terms of the Contract, the leasing fees as mentioned below:

##### Leasing Fees for OPEX Model (Eight Year Leasing)

S. No.	Particulars	(i) Per month leasing Price (INR)	(ii) Quantity	(iii) Leasing months	Total (INR) = (i)*(ii)*(iii)
A	RFID FIXED READER with two antennas		521	96	
B	RFID FIXED READER with one antenna		428	96	
C	RFID HANDHELD READER		41	96	
	TOTAL PRICE IN OPEX 8 YEAR LEASING MODEL (=A+B+C)				
	Total Price in Words.				

4.2. Quantities mentioned in the above are indicative. Supplier has quoted the rates and total price considering the possibility of variations of +/- 20% in the abovementioned quantity and therefore it may be required to deliver the additional quantity of Goods within the limit of the aforesaid variation.

4.3. The Supplier also confirms that the said leasing fees is inclusive of all cost components that includes all taxes, permit and duties, transportation fees, equipment insurance associated with the Assignment except Goods and Services Tax which shall be paid as per applicable rates throughout the duration of the project.

4.4. The aforesaid leasing fees also cover the cost of the product warranty till the leasing period of the Goods.

##### Adequacy of Leasing Fees

4.5. The Leasing fees mentioned in Clause 4.1 above is firm and fixed for the term of this Contract. The Supplier declares that while indicating the aforesaid leasing fees in its proposal, it has taken into account the various requirements and conditions stipulated in the Tender Documents and the said fee is adequate having regard to its obligations hereunder. DLDSL will not be liable for any direct tax incidence on or in relation to the leasing fees and the same shall be solely borne by the Supplier.

- 4.6. The Supplier also confirms and warrants that DLDSL shall not be charged additionally, other than the aforesaid fee for the RFID readers/antennas, either by the Supplier or the OEM of the Goods for any cost incurred in relation to the Goods supplied hereunder.

### **Payment terms**

- 4.7. The Supplier shall be entitled to raise the first invoice for the first phase after 10 days from the acceptance of Goods delivered in the first phase. Further, the first invoice for the subsequent phases shall be raised after 10 days from the acceptance of the Goods delivered for the concerned phase.
- 4.8. The Supplier shall be entitled to raise subsequent quarterly invoices for the concerned phases at any time after 10<sup>th</sup> day from the beginning of the respective quarter for the accepted Goods.
- 4.9. Subject to the provision of this Agreement, all invoices shall be paid by DLDSL to the Supplier within 80 (eighty) days of the receipt of the invoice by DLDSL.
- 4.10. Reconciliation shall be done jointly by the Parties to assess the performance of the accepted Goods vis-à-vis the SLA as stated in Schedule III. The SLA Credit, if any, accruing from the reconciliation shall be deducted from the subsequent invoice(s) to be raised across phases after the completion of the reconciliation.
- 4.11. If the DLDSL fails to release the payment within 30 (thirty) days from the due date of payment, DLDSL shall be liable to pay to the Supplier a default interest at the rate of 3% (three per cent) per annum on the outstanding payment until the actual payment is made. The interest shall be calculated on daily basis.

## **5. PURCHASE ORDERS**

### **Purchase Orders**

- 5.1. From time to time DLDSL may issue purchase orders to the Supplier. Each purchase order shall set forth, inter alia, the quantities of Goods to be delivered, delivery date and the site at which the Goods are to be delivered.
- 5.2. The procurement will not be done in a single instance. The Supplier understands that the procurement/leasing of the Goods will be done in phases as per the site readiness and requirements of DLDSL. DLDSL agrees and acknowledges that in case the implementation of the LDB project is delayed, there is a risk of the OEM/supplier discontinuing the Goods and accordingly, it undertakes that in no event shall the final purchase order be placed beyond three (3) years from the Execution Date. Further, the site locations for the delivery of the Goods at Port Terminals, Toll Plazas and CFS/ICDs in India. However, the exact details of the site address will be provided by DLDSL while releasing a purchase order/confirmation over email for the site.

### **Lead Time**

- 5.3. The maximum lead time is 4 weeks for the first phase delivery after issuing the Letter of award and 4 weeks for the subsequent delivery phase upon confirmation over email / release of purchase order (PO) by DLDSL. The procurement for the entire order quantity will be made over a period of maximum three years of signing of the contract.
- 5.4. In case of any unavoidable event related to movement of Goods and preventing the Supplier from discharging its obligations, and Supplier will bring to the notice of DLDSL and request for reasonable extension. Notwithstanding the above, the Supplier shall not be entitled for any additional cost/fees for whatsoever reason in such cases.
- 5.5. For the purpose of the Contract, the term “first phase” means the first PO raised/ confirmation over email by DLDSL either before or during the term of Contract.

### **Rescheduling/ Cancellation**

- 5.6. Notwithstanding any clause contained in this agreement, a Purchase Order once issued cannot be cancelled or deferred but the quantity ordered can be adjusted against any future Purchase Order. However, the Supplier, while acting in good faith may accept DLDSL's request for cancellation or deferment of the Purchase Order at its sole discretion.

## **6. DELIVERY**

### Generally

- 6.1. The Supplier hereby acknowledges that time is of the essence with respect to the delivery of the Goods hereunder. Delivery shall be strictly in accordance with the quantities, the dates and other requirements set forth in the applicable purchase order/ confirmation over email and in this Contract. Delivery of the materials along with the related documents as per technical specification are the responsibility of the Supplier. The Supplier shall ensure that all Goods are supplied within the implementation schedule agreed with DLDSL. The partial deliveries of the Goods are not authorized without DLDSL's prior written consent. Supplier shall certify in writing with each delivery that the Goods comply with the requirements of the purchase order and of this Contract and provide a copy of such certificate to DLDSL at least 7 (seven) days prior to the commencement of dispatch from its site.

### **Acceptance**

- 10.11 The Supplier shall give to DLDSL an advance written notice of three (3) days prior to the delivery of Goods at the concerned site. The delivery location can be at the site or at project's system Integrator's or it's contractor's facility for the configuration of the delivered materials before the installation, as communicated by DLDSL. The acceptance of the delivered material will be considered based on the functioning of the material on first time installation by DLDSL or its vendor. For this purpose, the Supplier will prepare objective and measureable acceptance criteria in the form of a document and submit the same to DLDSL for approval. The acceptance criteria includes the delivery challan received from the OEM/supplier or its distributor, photographs confirming the serial number of the readers and proof of functioning of the material. DLDSL shall within 10 (ten) days from the receipt of the acceptance criteria submitted for its approval, issue to the Supplier written comments,

proposed changes, request for extension of time and/or written disapprovals of such acceptance criteria. If DLDSL fails to revert within such period of 10 (ten) days, then Supplier will send a reminder to DLDSL seeking necessary DLDSL approval. The acceptance criteria will be considered approved on the close of business hours (i.e. 6.30 P.M.) on 12<sup>th</sup> (twelfth) day in case of no revert from DLDSL. Upon receipt of comments, proposed changes or written disapprovals of the acceptance criteria, the Supplier shall at own cost provide to DLDSL with revised and corrected acceptance criteria as soon as possible thereafter. Until the acceptance criteria are prepared or revised to the satisfaction of DLDSL, the process stated in this sub-clause shall be followed. Notification by DLDSL to the Supplier of its comments, proposed changes or written disapprovals to the proposed acceptance criteria shall not entitle the Supplier to any Change of Scope hereunder. The acceptance of the delivered Goods as above would not prevent DLDSL in any way from seeking replacement of defective, damaged or non-conforming Goods. The Goods shall be deemed to be delivered in terms of the Contract only upon and with effect from the acceptance of the Goods by DLDSL.

### **Delay notice**

- 10.12 Without prejudice to anything contained herein which imposes the liquidated damages on the Supplier for its failure to deliver the Goods within the specified time, if the Supplier anticipates a delay it shall notify DLDSL in writing, no later than three (3) days prior to the original delivery date, that it anticipates such a delay in on-time delivery.
- 10.13 The Supplier acknowledges that DLDSL's approval or failure to notify the correction/revisions required in the acceptance criteria shall neither absolve the Supplier of its obligation in this Contract nor shall prevent DLDSL from later on objecting to or seeking further change/correction in the acceptance criteria. Despite the approval of the acceptance criteria or failure to notify the correction in the acceptance criteria by DLDSL, if there is, or emerges later on, any defect or deficiency in the acceptance criteria or any part thereof for any reason, DLDSL shall not be liable in this regard in any manner or for anything whatsoever and it shall be the responsibility of the Supplier to correct/rectify such defect or deficiency at its sole cost without delay whether or not requested or notified by DLDSL in this regard.

## **11. CHANGES**

- 11.10 Any deviation in the specification of the Goods to be delivered and/or adjustments in quantities, acceleration or deceleration of delivery schedules may constitute as change of scope, except wherein aggregate of all such deviations, etc., does not result into variation by more than 20% in the total leasing fees as mentioned in Clause 4.1 ("Change of Scope"). In the event of any Change of Scope, including but not limited to, for Goods already delivered or to be delivered under an issued purchase order, all costs associated with such variation shall be borne by DLDSL. The Supplier agrees that in case of the change (increase or decrease) in the quantities of the Goods as mentioned in Clause 4.1 above there shall not be any change in the unit price of a reader if there is a variance of +/- 20% of the said quantities as mentioned in Clause 4.1.

DLDSL directed changes

11.11 If DLDSL proposes a Change of Scope, the following procedure shall be followed:

- 7.2.1 DLDSL shall notify the Supplier in writing of its request for the change, and its reasons for the request. DLDSL shall attach to its notice, a draft Change of Scope setting out the modifications and its reasons for them, and its proposed commercial terms for implementing the Change of Scope.
- 7.2.2 The Supplier shall within reasonable time from receipt of such notice, submit a written estimate containing a description of the following:
  - (a) the impact, if any, which the Change of Scope is likely to have on the supply schedule;
  - (b) the cost to the Supplier for complying with such Change of Scope notice (including, without limitation, material and labour cost information furnished in accordance with the current schedule of rates applicable to the Goods including the premium on such rates). If the required information cannot be submitted in detail by the Supplier (e.g. due to lack of data), the Supplier shall have the right to provide interim estimates and to revert to DLDSL when more specific data is available; and
  - (c) the options suggested for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time for the implementation thereof.
- 7.2.3 DLDSL shall respond in writing to the Supplier's estimate within reasonable time from receipt of the estimate, confirming that (a) the estimate is agreed by the issue of a change order; or (b) withdrawing the request for a change of Scope; or (c) requesting further consideration by Supplier of the change, in which case the process outline in Clause 7.2 above shall apply to such reconsideration until an estimate is agreed.
- 7.2.4 If DLDSL and the Supplier do not agree to the impact of Change of Scope or whether there are such changes, DLDSL shall issue a disputed change notice within the period specified in Clause 7.2.3 above. To the extent the Parties agree on some of the changes and their impact, this shall be reflected in the disputed change notice and the Supplier shall receive applicable payments for the agreed changes in accordance with the agreed payments schedule. The changes which are not agreed shall also be identified in the disputed change order.
- 7.2.5 The disputed change orders shall be agreed at the latest prior to the delivery milestone for the work in question. In case of non-agreement with respect to Change in Scope within 30 days from the date of dispute, the chief executive officer (or equivalent designation) of both Parties shall mutually decide an amicable decision including any extension of the delivery milestone.

Supplier's proposed changes

- 11.12 Except as specifically directed or permitted by DLDSL's prior written instructions or approval, Supplier shall not make any changes in the Goods, the specifications, any material manufacturing processes or any other changes. In the event that Supplier proposes to make a change to enhance the efficiency or to otherwise improve the functioning of Goods or to reduce the cost thereof without compromising the efficiency, quality, functions and feature of Goods in any way or to make any other change in the Goods, Supplier shall inform DLDSL in writing of such proposal. DLDSL shall have the right to approve or reject such proposed change and when DLDSL notifies its approval of the proposed change in writing, then only the Supplier shall proceed to implement such change.

Change authorization

- 11.13 Changes shall not be binding except when specifically confirmed in writing by both the Parties. Such written communication will expressly state that the change constitutes an amendment or change. Information, advice, approvals or inspections given by the DLDSL and Supplier's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect DLDSL and Supplier's rights and obligations hereunder.

**12. SERVICE SUPPORT**

**Designate a SPOC**

- 12.10 The Supplier shall designate, within 15 (fifteen) days of the execution of the Contract, a service manager as its specific point of contact ("SPOC") for providing support services to DLDSL during the entire lease period.
- 12.11 The Supplier shall, either directly or through its OEM manufacturer, provide online access to operating system software along with updates and upgrades.
- 12.12 The Supplier shall ensure services from hardware OEM/OEM certified service providers of the highest service standards for the entire lease period. Also, for the handheld readers, the service support also includes the wear and tear and accidental damages during the entire lease period.
- 12.13 The Supplier shall ensure that a helpdesk is setup either by the Supplier or OEM(s) which is available to provide support services to DLDSL for the entire period of lease.
- 12.14 The Supplier shall ensure that the faulty device is in working condition within 48 hours of logging the complaint by DLDSL, either by repair or replacement.

*Other obligations*

- 12.15 The Supplier warrants that in case there is any error, deficiency, incorrectness, inadequacy, impracticality or unsuitability in the specifications, information or any other inputs provided by DLDSL in the RFP or furnished by or on behalf of DLDSL for the purpose of submitting the proposal, the Supplier shall take into account, address or rectify such

error, deficiency, incorrectness, inadequacy, impracticality or unsuitability at its own cost and DLDSL shall not be liable for such any error, deficiency, incorrectness, inadequacy, impracticality or unsuitability in the specifications, information or any other inputs provided by it.

### **13. TITLE**

Title

- 13.10 DLDSL agrees and acknowledges that the Goods to be supplied by the Supplier shall be financed by lending institutions, which would have the first and prior lien over the title of the Goods. Accordingly, DLDSL agrees and acknowledges that the title to the Goods does not automatically get transferred to DLDSL, except in the manner specified in the Contract. Until such transfer of title is completed, DLDSL shall not, at any time whatsoever, claim any relief by way of any deduction, allowance, depreciation or grant available to the owner of any Goods under the Income Tax Act, 1961 or any other applicable law, nor shall in any manner, represent itself as the owner of the Goods in any financial statement or before any Competent Authority or otherwise.

Performance information

- 13.11 Supplier shall provide, at DLDSL's request, any performance information in Supplier's possession or control which could aid DLDSL in evaluation of the Goods' performance.

### **14. PERFORMANCE SECURITY**

- 14.10 The Supplier has furnished a performance security equivalent to 5 (Five) percent of the total leasing fees as mentioned in Clause 4.1 from [name of the bank], before signing of the Contract, in the form of a bank guarantee substantially in the form specified in the LOA for a period of 1(one) year, which shall be renewed/ extended for a further period of 1(one) year or shall be replaced by a new bank guarantee 30 (thirty) days prior the expiry of the existing bank guarantee. This shall be done for the entire lease period. ("Performance Security").
- 14.11 DLDSL shall have right to invoke the Performance Security on the failure of renewal/ extension of the bank guarantee by the Supplier as per the Clause 10.1.
- 14.12 The Performance Security will be retained by DLDSL until the completion of the assignment by the Supplier and be released 180 (one hundred eighty) days after the "Completion of the assignment" i.e. completion of the leasing period of the Goods delivered till the expiry of the contract. On the "Completion of the assignment" and further receiving the notice from the supplier, DLDSL will return the Performance Security within a period of 180 (one hundred eighty) days from the date of receiving the notice without interest to the extent the same has not been utilized in recovering the amounts of the liquidated damages or damages, as the case may be. Provided that, in the event of prior termination of the Agreement, the Performance Security shall be released after recovering the amounts of the liquidated damages, or damages, if any, by DLDSL. Further, if a claim from DLDSL is pending at the time of completion of the aforesaid 180 days or the pre-mature termination on account of default of supplier, DLDSL shall have

the right to hold the Performance Security or the amount lying with it (in case the Performance Security has already been en-cashed) to the extent of the claim amount till the time such claim is settled.

14.13 The Supplier shall entertain and pay all claims received by it up to the period the Performance Security remains valid in terms of Clause 10.3 herein above. The Supplier further agrees and undertakes to keep the Performance Security valid and enforceable during the entire period specified in Clause 10.3 herein above. Any change in the status of the Supplier shall not affect the continuance of the Performance Security nor shall absolve the Supplier of its liability under the Performance Security.

11.5. The Supplier shall furnish the new Performance security equivalent to 5 (Five) percent of the total leasing fees as stated in Clause 4.1 from [name of the bank] on the partial/ full encashment of the existing performance security by the DLDSL within the 15 days of the notice for the recovery of the liquidated damages (LD)/damages on the non performing of the obligations by the Supplier under this Contract.

## **15. RERESENTATIONS AND WARRANTIES**

General representations and warranties

### **15.10 Each Party represents to the other Party hereto that as on the date hereof:**

- (a) it has full power and authority to enter into, execute and deliver this Contract and to perform the transactions contemplated hereby and is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation or organisation;
- (b) the execution and delivery of this Contract and the performance of the transactions contemplated hereby have been duly authorised by all necessary corporate or other actions;
- (c) assuming the due authorisation, execution and delivery hereof by the other Party, this Contract constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally;
- (d) its entry into this Contract, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Contract or any other document entered into under or in connection with this Contract, will constitute, private and commercial acts done and performed for private and commercial purposes;
- (e) the execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby will not:
  - (i) violate any provision of the organizational or governance documents of such Party;



- (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both) a default under, any instrument, contract or other contract to which it is a party or by which it is bound;
  - (iii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or
  - (iv) violate any applicable law of such Party's country of organization or any other country in which it maintains its principal office; and
- (f) to the best of its knowledge, there are no awards, arbitrations, orders of attachment, garnishee orders, injunctions or any other orders, actions, suits, or proceedings pending or, to its knowledge threatened, which would in any manner prevent any transaction contemplated by this Contract from taking place in the manner contemplated by this Contract.

### **Warranty as to Goods**

- 15.11 The Supplier warrants that all the Goods supplied under the Contract are newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the Goods in the conditions prevailing across the country.
- 15.12 The Supplier warrants that the Goods delivered under the Contract shall be as per the Service Level Requirements (refer Service Level specified in Schedule III of this Contract) and the warranty of the Goods shall be for the entire leasing period.
- 15.13 The Supplier represents and warrants to DLDSL that the Goods when delivered shall (a) conform to the specifications in this Contract; (b) be fit for the Scope of Work as per Contract, and (c) comply with all applicable governmental regulations in effect at the time of supply.

### **Warranty from OEM**

- 15.14 If the Goods are manufactured by the OEM, then the Supplier shall ensure the availability of all the warranty given by the OEM in respect of Goods to DLDSL without any condition and cost throughout the leasing period. Extension of such OEM warranty to DLDSL shall not relieve the Supplier from any of its obligations hereunder.

### **Not to prejudice other warranty**

- 15.15 The Supplier agrees and declares that the warranty given by the Supplier hereunder shall not be prejudice to any other warranty, express or implied, to which DLDSL is/shall be entitled under any law, in equity or otherwise.

### **Warranty of any product or software**

15.16 If the Supplier/OEM uses any product, software, application, etc., sourced from a third party for manufacturing the Goods, the warranties, if any, given by the manufacturer or the supplier of such product, software, application, etc., shall be extended to DLDSL. Extension of such warranty to DLDSL shall not impact any warranty, implied or express, by the Supplier in respect of the aforesaid product, software, application and in respect of the Goods as a whole.

Tenure of the warranties

15.17 The Supplier declares that the warranties contained in this Contract shall be in force till the duration of the leasing period without any cost to DLDSL. In case contract is terminated for whatever reason prior to the expiry of the leasing period, the Supplier shall ensure that the warranty is transferred to DLDSL without any impact on the duration of the warranty. The Supplier undertakes that in case the ownership of the Goods is transferred to DLDSL in terms of this Contract, then it shall ensure that the agreement entered into with the OEM for the support and services of the Goods throughout the leasing period of 8 years shall be assigned or novated in favour of DLDSL without any risk and cost to DLDSL.

## 16. SERVICE LEVELS

The Supplier agrees to comply with the service levels as set out in Schedule III hereto.

## 17. TERM AND TERMINATION

### *Term*

17.10 The Parties agree that this Contract shall become effective and be of full force from \*\*\***Month, 2018** and shall remain in force for each of the Goods for a period of 8 (Eight) years from the date of acceptance of respective delivery by DLDSL, unless terminated earlier in accordance with the terms of this Contract.

### *Effect of Termination*

17.11 In the event of termination of the Contract or any particular purchase order due to any reason (including termination due to Force Majeure events) other than the non-performance of the Supplier, DLDSL will make the payment of (a) leasing fee of the remaining leasing period of the Goods for which purchase orders have been issued until the date of termination irrespective of whether such Goods have been delivered or not, in one instance in an adjusted amount for discounting of 10% of leasing fee and (b) all applicable taxes, except direct taxes payable by the Supplier, in relation to such supplies, to close the termination process. In such a case, DLDSL shall be entitled to deduct the amount of any damages/liquidated damages, whether undisputed or otherwise, while making the above payment. Further, the Supplier shall be liable to deliver the Goods in terms of the issued purchase order, if any before making the payment as aforesaid by DLDSL. In such event, the ownership of the Goods for which purchase orders have been issued until the date of termination will get automatically and immediately transferred as DLDSL's asset without any further act or deed of the Parties. If the Goods are subject to lien/encumbrance with any lender of the Supplier, the Supplier shall ensure that the ownership of the Goods is transferred to DLDSL simultaneously with the making of the aforesaid payment and in such case the aforesaid payment shall be made provided Supplier submits no objection certificate from its lender for the transfer of ownership to DLDSL. The Supplier shall ensure that lien/encumbrance will be released within 45 days

of the payment by DLDSL in terms of this Clause o and provide the adequate documentary proof in this regard.

17.12 If DLDSL terminates the Contract due to material non-performance of the Supplier, which non-performance has not been cured within 60 days of being notified of such non-performance, DLDSL shall have the option of either (a) make payments for only the payments which were due towards the Supplier up to the date of termination; or (b) make the payment of (i) leasing fee of the remaining leasing period of the Goods for which purchase orders have been issued until the date of termination, in one instance in an adjusted amount for discounting of 18% of leasing fee, and (ii) all applicable taxes, except direct taxes payable by the Supplier, in relation to such supplies. In such a case, DLDSL shall be entitled to deduct the amount of any damages/liquidated damages, whether undisputed or otherwise, while making the above payment. Further, the Supplier shall be liable to deliver the Goods in terms of the issued purchase order, if any before making the payment as aforesaid by DLDSL. It is hereby clarified that the ownership over the Goods for which purchase orders have been issued until the date of termination shall be transferred to DLDSL only if it opts to make the payment of the entire leasing fee of the remaining leasing period as per Clause 13.3. If the Goods are subject to lien/encumbrance with any lender of the Supplier, the Supplier shall ensure that the ownership of the Goods is transferred to DLDSL simultaneously with the making of the aforesaid payment and in such case the aforesaid payment shall be made provided Supplier submits no objection certificate from its lender for the transfer of ownership to DLDSL. The Supplier shall ensure that lien/encumbrance will be released within 45 days of the payment by DLDSL in terms of this Clause 17.12 and provide the adequate documentary proof in this regard.

For the purpose of this Clause 13.3, '*material non-performance of the Supplier*' shall mean where such breach pertains to:

- (a) delivery of the Goods, a delay in delivery beyond one (1) month from the scheduled delivery date; or
- (b) two (2) instances of breach of clause 3 of Schedule III; or
- (c) ten (10) percent of call logged or twenty (20) instances of breach whichever is higher under clause 2 of Schedule III during any particular financial year.

17.13 The termination of this Contract shall not relieve any Party of any obligation or liability accrued prior to the date of termination. The rights of DLDSL to terminate this Contract as aforesaid is without prejudice to its other rights, powers and remedies available at law or under the Contract.

17.14 The remedies provided in Clause o shall be Supplier's sole and exclusive remedies for the termination of the Contract and Supplier shall have no other remedy, including, but not limited to, specific performance or recovery of loss of profits.

17.15 For the purpose for the Clause 17.12, the Supplier shall also be deemed to be in material non-performance of this Contract, if Supplier becomes the subject of proceedings under any bankruptcy or insolvency law, or admits in writing its inability, to pay its debts as they mature, or takes or suffers any action for its liquidation or dissolution (otherwise than due to internal restructuring provided that the internal restructuring shall not impact the continuance of the performance of the Supplier hereunder and the same shall contain adequate arrangements for the due fulfilment of the obligations of the Supplier

post internal restructuring), or has a receiver or liquidator or provisional liquidator or administrator appointed for all or any part of its assets and such proceeding/action/appointment is not terminated and the consequences thereof are not cured within six (6) months from the initiation of such proceeding/action/appointment, as the case may be, provided that even during the above said period of 6 months the Supplier shall continue to fulfil its obligations hereunder and failing to do by the Supplier may entitle DLDSL to terminate the Contract after giving a notice of one month.

***Adjustment of Money Due***

- 17.16 In the event that any sums of money are due from one Party to the other Party, then such Party shall be entitled to set off against or make any deduction from the money payable to the other Party.

***Survival***

- 17.17 Unless otherwise agreed by the Parties, the rights and obligations of the Parties in respect of Clauses 1 (*Definitions and Interpretation*), 15 (*Representations and Warranties*), 17.17 (*Survival*), 18 (*Liquidated Damages*) 20 (*Indemnity*), 21 (*Confidentiality*), 23 (*Governing Law and Dispute Resolution*), and 24 (*Miscellaneous*) as are applicable or relevant thereto, shall continue to have effect notwithstanding the termination of this Contract.

**18. LIQUIDATED DAMAGES**  
**Liquidated damages**

- 18.10 DLDSL shall be entitled to recover the liquidated damages for failure to meet the service levels as specified in Schedule-III hereto due to reasons attributable to the Supplier.  
Liquidated damages for failure to supply Goods, etc.
- 18.11 However if there is a failure to supply the Goods or the replacement of Goods or any other non-performance of the obligations by the Supplier except the breach of SLA as stated in Schedule -III, then DLDSL shall be entitled to recover the damages for the amount of any loss, damages, claims suffered/paid by DLDSL as a result of such failure to deliver the Goods or such non-performance. In case of failure to supply the replacement Goods, then DLDSL shall, in addition to recovering the liquidated damages as above, shall also be entitled to recover the leasing fees already paid for the unavailable period in respect of the Goods which are to be replaced.

Recovery of liquidated damages

- 18.12 The recovery of the damages as specified in Clause 14.1 to 18.11 above or elsewhere in the Contract shall be done from the Performance Security specified in Clause 14 above and/or against the amount due, if any, to the Supplier hereunder at the sole discretion of DLDSL. Further, if both the Performance Security and the payment so due are insufficient to cover the damages as above, then the Supplier shall be bound to pay the remaining amount of the damages.
- 18.13 At any time after DLDSL has become entitled to liquidated damages/damages, DLDSL may give notice to the Service Provider requiring it to continue to perform its obligations within a specified time. Such action shall not prejudice DLDSL's entitlements to recovery of liquidated damages/damages hereunder. The decision of DLDSL as to the liquidated damages payable by the Service Provider hereunder shall be final and binding.

### **Right to recover liquidated damages**

18.14 DLDSL's right to recover the liquidated damages or the damages under this Clause 18 or under Schedule-III hereto or under any other provision of the Contract shall be in addition to any other remedies which DLDSL may be entitled to under the law or under this Contract.

### **19. FORCE MAJEURE**

19.10 As used in the Contract, a Force Majeure event shall mean any event or circumstances or a combination of events and circumstances set out hereunder or the consequence(s) thereof which prevent or affect the Party claiming Force Majeure (the "Affected Party") from performing its obligations, in whole or in part under this Contract and which event or circumstances (a) is beyond the reasonable control and not arising out of the fault of the Affected Party, (b) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and (c) has a material adverse effect on the performance of the obligations of the Affected Party.

#### **19.11 Such Force Majeure events may include:**

19.11.1 Non Political Events: Non-Political Events shall mean one or more of the following acts or events:

- (a) acts of God or natural disasters including but not limited to, landslide, drought, hurricane, storms, typhoon, lightning, earthquake, cyclone, flood, volcanic eruption, tsunami, fire or any event similar in nature;
- (b) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage for a period exceeding a continuous period of seven (7) days in a calendar year;
- (c) radioactive contamination or ionizing radiation;
- (d) strikes or agitation or boycotts exceeding a continuous period of seven (7) days in a calendar year;
- (e) any adverse order issued by a Competent Authority against the Supplier, except due to Supplier's failure to comply with any applicable law or applicable permits;
- (f) any event or circumstance of a nature analogous to any of the foregoing.

19.11.2 Political Events: For purposes of this Clause, Political Event shall mean one or more of the following acts or events:

- (a) Change in Law;
- (b) expropriation or compulsory acquisition by any Competent Authority of the obligations or part thereof or rights of the Affected Party; provided that the

same has not resulted from an act or default of the Affected Party or any person claiming through or under it,

- (c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Affected Party to perform their respective obligations under the Contract, provided that such delay, modification, denial, refusal or revocation did not result from (i) the Affected Party's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits or (ii) breach or failure in complying with the provisions hereof, the applicable laws, the terms of clearances, any judgement or order or directive of any Competent Authority or of any contract to which Affected Party is bound;
- (d) acts after the date hereof of a Competent Authority having jurisdiction, including the issuance or promulgation of any court order, law, statute, ordinance, rule, regulation or directive, the effect of which would prevent, or make unlawful the Affected Party's performance hereunder;

#### **Notice of Force Majeure Events**

19.12 The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure event ("FM Notice") as soon as the same arises or as soon as reasonably practicable and in any event within seven (7) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Contract.

#### **19.13 The FM Notice shall inter-alia include full particulars of:**

- 19.13.1 the nature, time of occurrence and extent of the Force Majeure event with evidence in respect thereof;
- 19.13.2 the duration or estimated duration and the effect or probable effect which such Force Majeure event has or will have on the Affected Party's ability to perform its obligations or any of them under this Contract;
- 19.13.3 the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure event or to mitigate the damage; and
- 19.13.4 any other relevant information.

#### **Effect of Force Majeure Event**

#### **19.14 Upon occurrence of any Force Majeure Event, the following shall apply:**

- 19.14.1 there shall be no termination of the Contract except as provided in Contract document ;
- 19.14.2 the dates set forth in the supply schedule, shall be mutually extended by the period for which such Force Majeure Event shall subsist and the cost incurred shall be reimbursed after mutual discussion.

- 19.14.3 The Affected Party, to the extent rendered unable to perform its obligations, or part thereof, under this Agreement as a consequence of the Force Majeure event (except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred) shall be excused from performance of the obligations provided that:
- 19.14.4 The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- 19.14.5 the Affected Party shall make commercially reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence, and
- 19.14.6 When the Affected Party is able to resume performance of its obligations under the Contract, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
- 19.15 Notwithstanding any provision of this Clause 15, a claim of Force Majeure pursuant to Clause 15.1 does not release either Party from obligations under this Contract which accrued prior to the beginning of the event constituting force majeure, including from any obligation to make payment in respect of its obligations under this Contract in the event such payment obligations have arisen or accrued prior to the occurrence of the Force Majeure event.

#### **Consultation and Duty to Mitigate**

- 19.16 The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure event.

#### **Termination Due to Force Majeure Event**

- 19.17 Where a Force Majeure event prevents the performance of the obligations of the Affected Party by more than 90 (ninety) days, then the Affected Party shall have the option to terminate the Agreement by giving a written notice to non-affected party without any penalty or deduction or risk on such account. Such termination shall amount to termination of the Contract or any particular purchase order.

### **20. INDEMNITY**

#### ***Indemnification***

- 20.10 Each Party (“Indemnifying Party”) hereby agrees to indemnify and save harmless the other Party (“Indemnified Party”) promptly upon demand and from time to time against any and all losses, damages, costs, liabilities, fines, penalties, imposts, deficiencies, compensations paid in settlement or expenses (including without limitation, reasonable attorneys’ fees and disbursements but excluding any indirect, consequential, punitive, remote or special damages) incurred or suffered (collectively, “Losses”) arising from or in connection with any actions, suits, claims, proceedings, judgments (whether or not resulting

from third party claims) relating to or arising out of (a) any misstatement or any breach of any representation or warranty made by the Indemnifying Party; or (b) the failure by the Indemnifying Party to fulfil any obligation, covenant or condition contained in this Contract; or (c) any claim or proceeding by any third party against the Indemnified Party arising out of the usage of the Goods, subject however in all cases, that such Losses shall not have occurred due to negligence or misconduct of the Indemnified Party.

***Excluded Liability***

20.11 Neither Party shall be liable to the other Party, by way of indemnity or by reason of any breach of contract or in tort (including negligence) or for breach of statutory duty, for loss of use (partial or total); loss of production; loss of profit; loss of contracts; loss of reputation; loss of revenues; or for any indirect or consequential loss or damage whatsoever which may be suffered by a Party in connection with the Contract.

***Limitation of Liability***

20.12 Notwithstanding any other provision in the Contract to the contrary, the maximum cumulative liability of the Supplier in respect of a financial year to DLDSL for all delays, losses, damages and liabilities whatsoever and howsoever arising, regardless of the cause or reason therefore and regardless of the Supplier's negligence, which are suffered or incurred by DLDSL and which are directly or indirectly connected with the Contract shall be limited to 25% of the total leasing fee for such financial year.

***Exclusive Remedy***

20.13 The remedies described in the Contract shall constitute Supplier's and DLDSL's sole remedies against each other for any liability of the defaulting Party under or in any way connected with the Contract, in contract, law or in equity, howsoever arising.

21. CONFIDENTIALITY

***Confidential Information***

21.10 Each Party shall keep all information, documents and other materials shared by or on behalf of the other Party in relation to the matters contemplated by this Contract, including the terms and conditions of this Contract, the Goods and the Intellectual Property comprised therein ("Information") confidential and shall not without the prior written consent of disclosing Party, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Contract except:

- (a) *To the extent that such Information is in the public domain other than by breach of this Contract;*
- (b) *To the extent such Information is required to be disclosed in accordance with law or is required or requested to be disclosed by a Competent Authority;*
- (c) *To the extent such Information was previously known or already in the lawful possession of the receiving Party,*
- (d) *To the extent that such Information is required to be disclosed to the employees, agents, professional advisors, OEM of the Supplier, on a need to know basis for carrying out the purposes of this Contract provided that the Supplier shall be liable for breach of the*



*confidentiality obligation envisaged in this clause by such employees, agents, professional advisors, OEM; or*

(e) *To the extent that any information, materially similar to the Information, shall have been independently developed by a Party without reference to any Information furnished by the other Party hereto.*

21.11 In the event that any Party is requested or becomes legally compelled to disclose the existence of this Contract and the proposed transaction or any of the terms hereof in contravention of the provisions of this Clause, then such Party shall provide the other Party with prompt written notice of that fact so that the disclosing Party may seek (with the cooperation and reasonable efforts of the recipient) a protective order, confidential treatment or other appropriate remedy. In such event, the recipient shall furnish only that portion of the information, which is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information to the extent reasonable requested by the disclosing Party. The Parties further agree that the contents of such disclosure shall be agreed in advance between the Parties and the Parties shall immediately respond in this regard.

## **22. INTELLECTUAL PROPERTY RIGHTS**

22.10 The Supplier shall indemnify DLDSL and/or other stakeholders of the LDB Project, from and against all claims and proceedings on account of infringement of any Intellectual Property Rights in respect of the design and supply of the Goods from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Supplier shall also be liable to pay damages to DLDSL for any losses or damage accruing to DLDSL as a result of the use of any infringed material in the Goods by the Supplier. In the event of infringement of Intellectual Property Rights, if required, the Supplier shall rectify, modify or replace at its own cost the Goods or materials or anything whatsoever required so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights of the third parties.

22.11 The Supplier shall be promptly notified of any claim under this Clause made against DLDSL and/or other stakeholders of the LDB Project. The Supplier shall, at its cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. DLDSL shall not make any admission which might be prejudicial to the Supplier, unless the Supplier has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of the Supplier failing to act at DLDSL's notice, DLDSL shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under this Contract, or from the Performance Security or any other contract.

22.12 The Supplier will have no duty to defend or indemnify for any claim if the Goods have been provided in accordance with DLDSL's desired specifications (other than standard specifications), if such infringement would not have occurred without such desired specifications (other than standard specifications).

23. GOVERNING LAW AND DISPUTE RESOLUTION

***Dispute***

23.10 The formation, validity, interpretation, execution, termination of and settlement of disputes and differences under this Contract, and any and all claims arising directly or indirectly from the relationship between the Parties (such dispute, difference or claim hereafter referred to as “Dispute”) shall be governed by the laws of India. Subject to Clauses 23.11 to 23.14 below, the courts in Delhi shall have exclusive jurisdiction to settle any Disputes which may arise in connection with this Contract.

*Amicable Resolution*

23.11 In the event a Dispute arises, then such Dispute shall in the first instance be resolved amicably by representatives of the Parties.

*Arbitration*

23.12 In the event the Parties fail to resolve the Dispute in accordance with Clause 23.11 herein above within [one (1)] month, then either Party may initiate the arbitration proceedings by delivering a written notice to the other Party (“Arbitration Reference Notice”).

23.13 The arbitral tribunal shall consist of a sole arbitrator if the Parties so agree. Failing such Contract within a period of 15 (fifteen) days from the receipt of Arbitration Reference Notice, an arbitral tribunal shall be constituted comprising of three (3) arbitrators, with DLDSL and the Supplier appointing one arbitrator each, within a period of 21 (twenty-one) days from the end of the said period of 15 (fifteen) days as above. The third arbitrator shall be selected by the two arbitrators so appointed within a period of 15 (fifteen) days of their appointment and where such third arbitrator has not been selected on account of a difference of opinion amongst the arbitrators, the third arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

23.14 The place of arbitration and the seat of arbitral proceedings shall be Delhi. Any arbitral proceeding begun pursuant to any reference made under this Contract shall be conducted in English language. The decision of the arbitral tribunal and any award given by the arbitral tribunal shall be final and binding upon the Parties.

*Continuance of obligations*

23.15 Notwithstanding the existence of any dispute or difference between the Parties which is referred for resolution or, as the case may be to arbitration, the Parties shall, during the pendency of the process of resolution or, as the case may be, arbitration, continue to act on matters under this Contract which are not the subject matter of the dispute or difference as if no such dispute or difference had arisen.

24. MISCELLANEOUS

*Independent Contractor*

24.10 The Supplier is an independent contractor under this Contract and shall have complete charge of all personnel performing any work under this Contract.

24.11 The Supplier shall not be deemed to be an agent or partner of DLDSL for any purposes

pursuant to this Contract. Nothing contained herein shall be construed as constituting any relationship with DLDSL other than that of independent contractor, nor shall it be construed as creating any relationship whatsoever between DLDSL and the Supplier's employees. Neither the Supplier nor any subcontractors nor any of their respective employees are or shall be deemed to be employees of DLDSL.

*Further Assurance*

- 24.12 The Parties shall use their reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws and regulations to consummate or implement expeditiously the transactions contemplated by, and the Contracts and understanding contained in this Contract.

*Assignment*

- 24.13 This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Except that the Supplier may source the Goods from the OEM whose credentials were evaluated by DLDSL during tender evaluation stage, either Party is not permitted to assign this Contract or any of its rights or obligations hereunder to any Person without the prior written permission of the other Party.

*Entire Contract*

- 24.14 This Contract constitutes the entire Contract between DLDSL and the Supplier concerning the subject matter hereof.
- 24.15 Except those documents which are expressly saved hereunder, all previous documents, undertakings and contracts, whether verbal, written or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled or superseded and shall not affect or modify any of the terms or obligations set forth in this Contract, except as the same may be made part of this Contract in accordance with its terms, including the terms of any of the Schedules.

*Modifications*

- 24.16 No oral or written modification, amendment, rescission, waiver or other change of this Contract or any of its terms or provisions shall be valid or legally binding on the Parties, unless made in writing and duly executed by or on behalf of both Parties, including without limitation, any purported modification, amendment, rescission, waiver or other change of this Clause 24.16 itself.

*Waiver*

- 24.17 The failure of either Party to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or any other term of this Contract. Any waiver must be made in writing.

*Notices*

- 24.18 All notices and other communications pursuant to this Contract shall be in writing and must be delivered either personally or by registered mail (with acknowledgement due) or by email to the other Party to the attention of and at the address as follows, and in case of registered mail (with acknowledgement due) shall be deemed delivered after three (3) working days (same working day in case sent by e-mail) of such mailing:

*In the case of notice to DLDSL to:*

*Attention : Name of Representative*

*Address : Room No. 341 B, 03rd Floor, Main Building, Hotel Ashok,  
50 B, Chanakyapuri, New Delhi - 110021*

*E mail :*

*Phone : -*

*In the case of notice to the Supplier:*

*Attention : Name of Representative*

*Address :*

*E mail :*

*Phone :*

24.19 The Parties may intimate any change of the above to the other Party.

*Severability*

24.20 If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall nevertheless remain in place, effective and enforceable by and against the Parties hereto and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the Parties mutually agree to serve the desired economic and legal purpose of the original provision as closely as possible. Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under Applicable Law.

*Counterparts*

24.21 This Contract may be executed in any number of documents or counterparts and delivered via facsimile, electronic mail or PDF copy, each in the like form and all of which when taken together shall constitute one and the same document, and a Party may execute this Contract by signing any one or more of such documents or counterparts.

IN WITNESS WHEREOF, each of the Parties has duly executed this Contract on the date above written in this Contract.

*For and on behalf of [DMICDC  
Logistics Data Services Limited] by:*

For and on behalf of Supplier

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Name)  
(Designation):

(Name)  
(Designation)

Witness

Signature:

\_\_\_\_\_

Name:

Designation:

Witness

Signature:

\_\_\_\_\_

Name:

Designation:

**SCHEDULE - I**

Scope of work

1. Supply of RFID fixed readers, handheld readers, antennas and related accessories at various port terminals in India.
2. The Supplier shall submit all the Software Kits (CDs) License Papers, Warranty Papers and any other relevant documentation related to the supplied Goods/accessories to the DLDSL along with the supplied Goods/accessories/equipment. The Supplier shall also provide the patches, security updates, hotfixes, etc., from the principal manufacturer at no additional cost to DLDSL. The Supplier shall ensure that the principal manufacturer is providing all requisite support for integration of the equipment with the DLDSL's existing or new application(s) throughout the execution of the Contract.
3. The Supplier shall also provide to DLDSL with the following documents in English language:
  - (a) Installation manual
  - (b) Overall equipment specification and description of hardware, software, explaining facilities, functions and principles
  - (c) Equipment installation drawings
  - (d) Installation instructions and testing procedures
  - (e) Equipment troubleshooting instructions including Fault Dictionary
  - (f) Operations Manual
  - (g) Acceptance test cases
  - (h) Incident escalation matrix
  - (i) A set of factory test results of the equipment together with information on the method of the testing.
4. The quantities of RFID Fixed and Handheld Reader is as mentioned below:

Sr. No	Line Item	Quantity
A	RFID FIXED READER with two antennas	521
B	RFID FIXED READER with one antenna	428
C	RFID HANDHELD READER	41

Quantities mentioned in the above are indicative. Supplier has quoted the rates and total price considering the possibility of variations of +/- 20% in the above mentioned quantities. The procurement will not be done in a single instance. Based on the clarity of site layout and status of civil infrastructure, a phase-wise shipment plan of material will be finalized.

The supplier should quote a fixed firm price for the individual components and services, keeping in view the phased shipment scenario. No price escalation (except from change in government imposed Taxes and levies) shall be entertained. For all the items, a lesser quantity as compared to the BOQ given may be required to be procured based on the operational requirements. Accordingly, DLDSL reserves the right to reduce the final BOQ to match finalized operational requirements.

## Schedule-II

### Specification

#### 1. Fixed Reader

Accessories	Reader, Power adaptor with Indian standard power plug, and other installation accessories.
Ports	[Must to have] Should support 4 or more ports per reader
Antenna Mode	Monostatic or Bistatic
Processor	620 MHz or better
Memory	[Must to have] Flash 128 MB; DRAM 128 MB or better
Environment	Non-AC, Dusty environments such as toll plazas, CFS/ICDs
Application	Dense tag environments
Housing	Aluminum
	[Must to have] IP53 or better
Dimensions	Small Installation Footprint
Connectivity	[Must to have] 10/100 BaseT Ethernet
Operating Temp	-4°to +131° F
	-20°to +55° C
firmware and Management protocol supported	Remote firmware management capability using web browser and web tools and RM 1.0.1 (with XML over HTTP/HTTPS and SNMP binding)
Host Interface Protocol	[Must to have] LLRP + RM ( The reader must retain transactional data even after power-off/restart of the device)
API Support	[Must to have] .NET and C
Max Receive Sensitivity ISO standard	100 dbi or more bi-static, 80 dbi or more monostatic
	ISO 180006C (EPC Class 1 Gen 2) ISO 180006B
Power Output	+10dBm to +33dBm

Supply of RFID Reader for Logistics Data Bank (LDB) Project in India

Specific Absorption Ratings	complies to FCC 47CFR2:OET Bulletin 65; EN 50364
Humidity	5% to 95% non-condensing
Safety and health	IEC 60950-1 , UL 2043
service center	OEM should have in country service center
toll free number	OEM should have toll free number easily accessible to partners and customer for online support
Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Regulatory compliances	Safety: Safety UL 60950-01, UL 2043, IEC 60950-1, EN 60950-1 [Must to have] Other: ROHS, WEEE

2. Antenna:

Accessories	Antenna (Outdoor), mounting bracket and other installation accessories. (RF cable excluded)
Connectors	2xType N female for bistatic or 1x Type N female for monostatic
Connector Position	Back
Mounting Bracket	Integrated mounting holes
Weight	2kg or less
Casing	UV Stable ASA
Frequency and Gain	As permitted by regulatory in India
3db Beam Width	70° in both phases
Max Power	10 W
Axial Ratio	1dB typical
Operating Temperatures	-22°F to +158°F (-30°C to +70°C )
Sealing	[Must to have] IP-67 or better
Environmental	[Must to have] RoHS/WEEE compliant
Vibration	IEC-68-2-6 (10 to 150 Hz, 05 g, 1 hour in each of two axes) (Random Vibration)
Humidity	MIL-Std 810G, METHOD 507.5, Procedure II - Aggravated

3. Handheld RFID reader:

Accessories	Handheld reader, battery and charger with Indian standard power plug
Processor :	[Must to have] 1 Ghz or better
Memory :	[Must to have] 512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better
Interface :	USB 2.0 Host USB 2.0 Client



Wireless :	WWAN - 4G/HSPA/GPRS/3.5G, WLAN 802.11 a/b/g/n ready
Communication:	USB 2.0, Bluetooth Class II, v2.1 (EDR)
Power :	[Must to have] Min. 3600 mAh Li-Ion rechargeable battery for minimum 8-10 hrs of use in the field
Display and Keypad	[Must to have] 3.5 in. or more color VGA display Qwerty Keypad Physical and Virtual readable in sunlight
Indications	Indication on device for Charging, low battery, connectivity etc.
Dimensions and Weight:	less than 1 kg (excluding accessories)
Ruggedness	[Must to have] IP 67 or better with Multiple 6 ft. per MIL-STD 810G across the operating temperature range.
Install base	suggested model should have 50000+ units installed globally by OEM
RFID band	[Must to have] As permitted by Govt. regulatory in India
Antenna Type	Omni directional integrated
RFID Standards supported	[Must to have] EPC Class 1 Generation 2 supported
Reading distance	[Must to have] contact to 3 meters or more
EMI/EMC	ICES 003 Class B; EN 301 489-1; EN 301 489-3; EN 55022; EN55024
Environmental	[Must to have] RoHS/WEEE compliant
Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Service support	Support including wear and tear and accidental damages to be provided by supplier.
Service center	OEM should have in country service center with proven track record of operating service center for last 5 years
Battery Chargers/ Cradles:	4-slot battery charger;

### Schedule-III

#### Service Levels

1. Equipment specification:

a. Target: The device should function as per the specification defined in the Tender Documents and/or contained in the Contract.

b. Liquidated Damage:

For every incident of downtime due to failure of meeting the agreed specifications, 0.5% of the dues (equivalent to the sum of monthly leasing charge of the component) will be deducted as Liquidated Damages from payables due to the supplier.

The total amount of such Liquidated Damages per month would be limited to maximum 20% of the entire LDB system’s leasing charges for that month.

2. Service Support

a. Target:

Online access to operating system software	OS updates and upgrades
Support help desk	Service Manager – SPOC
Faulty Repair turnaround time	The faulty device should be available in working condition at the site (can either be repaired or replaced) in 48 Hrs of logging the complaint.

b. Liquidated Damage:

For every incident of breaching of service support, 0.5% of the dues (equivalent to the sum of monthly leasing charge of the component) will be deducted as Liquidated Damages from payables due to the supplier.

Additional 0.5% of dues will be deducted per day for every 24 Hour delay or part thereof, in replacement or repair of the faulty device after the third day of the incident reporting

The total amount of such Liquidated Damages per month would be limited to maximum 20% of the entire LDB system’s leasing charges for that month.

3. Timeliness of Delivery

a. Definition

The timeliness is defined by the base date of site-wise delivery of the hardware.

b. Liquidated Damages

If the supplier fails to deliver the material, within the timelines or any extension thereof, due to reasons attributable to the supplier, the DLDSL shall recover the amount of damages as Liquidated Damages. Recovery for the liquidated damage due to delay in delivery of the material will be done by making deductions from the supplier’s performance security or as provided elsewhere in the Contract.

The recovery will be done at the rate of 0.5% of the total leasing fees as mentioned in Clause 4.1 above per Week of delay.