



**NICDC LOGISTICS DATA SERVICES LTD.**

**REQUEST FOR QUALIFICATION CUM PROPOSAL**  
**FOR**  
**“Supply of RFID Tags for Logistics Data Bank (LDB)**  
**Project in India”**

**TENDER No: GEM/2022/B/2094799**  
**DATE: 09<sup>th</sup> April'2022**

**NICDC Logistics Data Services Ltd. (NLDSL)**  
(Formerly Known as NICDC Logistics Data Services Limited)  
Unit No.A-1002, 10th Floor, Tower-A, Plot No.7,  
Advant Navis Business Park, Sector-142, Noida,  
Gautam Buddha Nagar, Uttar Pradesh – 201305

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# Section 01: Notice Inviting Tender

**NICDC LOGISTICS DATA SERVICES LIMITED (NLDSL)  
NATIONAL COMPETITIVE BIDDING**

**RFQ cum RFP for Supply of RFID Tags for Logistics Data Bank  
(LDB) Project in India**

**(TENDER No: GEM/2022/B/2094799)**

NLDSL invites “Request for Qualification cum Request for Proposal” from interested bidders for supply of RFID Tags for LDB project. The details are uploaded on the website: [www.gem.gov.in](http://www.gem.gov.in), [www.nlDSL.in](http://www.nlDSL.in) and [www.nicdc.in](http://www.nicdc.in).

Interested applicants are requested to submit their responses to the RFQ cum RFP online at Government e-Market Place (GeM) on or before 9<sup>th</sup> May’2022, 6:00PM.

**NICDC LOGISTICS DATA SERVICES LIMITED (NLDSL)**

Unit No. A-1002, 10th Floor, Tower-A, Plot No.7,  
Advant Navis Business Park, Sector-142, Noida,  
Gautam Buddha Nagar, Uttar Pradesh-201305

Tel No: 0120-245 9866

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

CIN: U74999UP2015PLC113326

# Section 02: Disclaimer

**DISCLAIMER**

1. This RFQ cum RFP document is neither an agreement nor an offer by the NICDC Logistics Data Services Limited (NLDSL) 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. NLDSL 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 NLDSL 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 NLDSL 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 and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtain independent advice from appropriate sources.
3. NLDSL 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 NLDSL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NLDSL 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. NLDSL will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that NLDSL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and NLDSL reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. NLDSL 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. NLDSL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NLDSL 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 NLDSL/ GeM/ NICDC.

# Section 03: Introduction



## **Section 03: Introduction**

### **3.1 Background**

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 National Industrial Corridor Development Corporation (NICDC) has been incorporated for managing the development of the DMIC project.

In the existing environment, every stakeholder (ports, customs, trains, ICD, CFS 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) project has been developed to address the issue of tracking and viewing the movement of containers across the ports to the ICDs, CFSs and end users. The LDB is an overarching solution that integrates the information available with various agencies across the supply chain to provide detailed near real time information within a single window. The LDB 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.

LDB Project has enabled quick decision making and has improved competitiveness of logistics and manufacturing industries. It also has provided better governance and complete transparent and visible management for performance evaluation of ports, inland container depots (ICDs), container freight stations (CFSs) and supply chain industry.

To take-up the project, a separate **Special Purpose Vehicle (SPV)** has been formed between **Govt. of India represented by National Industrial Corridor Development Implementation Trust (NICDIT)** and **Japanese IT Major, NEC Corporation, Japan** with 50:50 equity participation namely **“NICDC Logistics Data Services Limited” (NLDSL)**. The LDB project provides 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.

Logistics Data Bank (LDB), the single window tracking solution successfully commenced its operations on 01st July, 2016 across the Port terminals of India's largest container handling port i.e. “JNPT” to provide Container tracking service and LDB service was extended across Port terminals of Mundra & Hazira in Gujarat since 01st May, 2017.

On 18th December, 2017, Pan India launch of Logistics Databank Project was announced by the Govt. of India (GOI) which would enable LDB project to have a presence across all the Container Port terminals of India bringing in Transparency & Efficiency.

The project is currently operational across 17 Ports (27 terminals) in India covering approximately 170 Container Freight Stations (CFS)/Inland Container Depots (ICD) and around 60 Toll plazas, 9 Special economic zones and 3 Integrated Check Posts (ICP) and providing enhanced visibility of 100% EXIM container movement. The project is also integrated with all ports Terminal Operating System (TOS) and Freight Operations Information System (FOIS) for

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better visibility of container movement. NLDSL has successfully tracked more than 30 million containers to make this a **truly One nation one Track and Trace service**. The single window end to end container tracking services are being provided to the shippers /consignees through the LDB web portal ([www.ldb.co.in](http://www.ldb.co.in)) and mobile application named 'NLDSL-LDB'.

**3.2 Project Objective**

NLDSL is looking for a suitable and reliable supplier who can supply “One time use UHF RFID tags” for the LDB project at various port terminals in India. The qualification and selection criteria have been described in this RFQ cum RFP document.

# Section 04: SCHEDULE OF THE TENDER

## Section 4: SCHEDULE OF THE TENDER

**NAME OF THE ASSIGNMENT:** "Supply of RFID tags for LDB Project in India"

1.	Tender No.	GEM/2022/B/2094799
2.	Bid Processing fee	Nil
3.	Bid Security Fee (EMD)	10,00,000 (INR Ten Lakh)
4.	Date of RFQ cum RFP available to parties to download at <a href="http://www.gem.gov.in">www.gem.gov.in</a> , <a href="http://www.nldsl.in">www.nldsl.in</a> and <a href="http://www.nicdc.in">www.nicdc.in</a>	9 <sup>th</sup> April '2022
5.	Last date for receiving queries/requests for clarifications.	18 <sup>th</sup> April'2022
6.	Date and venue for pre-bid meeting	20 <sup>th</sup> April'2022, 3:00PM <b>Venue:</b> <b>Virtually</b> <b>Link for the Prebid meeting:</b> <a href="#">Click here to join the meeting</a>
7.	Date of Pre-bid query response publish in <a href="http://www.gem.gov.in">www.gem.gov.in</a> , <a href="http://www.nldsl.in">www.nldsl.in</a> and <a href="http://www.nicdc.in">www.nicdc.in</a>	26 <sup>th</sup> April'2022
8.	Last date for receipt of proposals and related fees by NLDSL i.e. PDD (Proposal Due Date)	9 <sup>th</sup> May' 2022 Till 6:00 PM <i>(Any proposal received after this timeline will automatically be disqualified)</i>
9.	Field trial of the proposed tag (Minimum qualification)	Will be notified by NLDSL
10.	Presentation and declaration of technical score ( Technical qualification)	Will be notified by NLDSL to applicants.
11.	Date & Time of opening of financial proposal. (supplier selection)	Will be notified by NLDSL to technically qualified applicants.

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12.	Work Completion period	The procurement for the entire order quantity will be made over a period of <b>maximum three years</b> of signing of the contract as per the requirement of the project. Please refer <b>Section 06: Scope of work</b> for further detail of deliveries of RFID Tags in 1 <sup>st</sup> phase.
13.	Validity of the tender and applicant's proposal from the PDD.	180 Days

# Section 05: Instruction to Applicants

## **Section 05: Instruction to Applicants**

### **5.1 Bid submission:**

- 5.1.1 The Applicants shall submit the proposals online through Government e-Market Place i.e. [www.gem.gov.in](http://www.gem.gov.in). Bid proposals received in the manual form at the client's address will not be accepted. The applicants are invited to submit Technical, and Financial Proposals (collectively called as "the Proposal"), as specified in this RFQ cum RFP, for the supply of RFID Tags. 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.
- 5.1.2 Website for accessing RFQ cum RFP is: [www.gem.gov.in](http://www.gem.gov.in), [www.nldsl.in](http://www.nldsl.in) and [www.nicdc.in](http://www.nicdc.in). The bidding timelines are mentioned in the schedule section. All clarifications/ corrigenda will be published only on the websites of GeM, NLDSL and NICDC.
- 5.1.3 Techno-commercial bid will be opened on specified date and time as given in the RFQ cum RFP.
- 5.1.4 Financial proposal will be opened only for those applicants whose Technical proposal is found to be technically acceptable by NLDSL.

### **5.2 Bidding Fees:**

#### **5.2.1 Processing Fee:**

**Nil for all applicants.**

#### **5.2.2 Bid Security:**

#### **For non-MSEs applicant:**

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 automatically 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 'NICDC 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.

#### **For MSEs applicant:**

"Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from

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submission of EMD (Bid security) in this tender. Bidders claiming exemption of EMD under this rule(170 of GFR) are however required to submit a signed **Bid securing declaration** accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 24 months from being eligible to submit Bids for tenders with NLDSL.

Scan copy of the signed documents related to exemption of EMD and related supporting documents shall be submitted online at the time of submission of bid proposal and hard copy of original documents shall be submitted at the client's office before last date of submission of proposals. Applicants whose supporting documents regarding the exemption of bid security is not received by the Client before the last date of submission, their proposals will automatically be rejected.

NLDSL 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 Execution of contract with selected Applicant or when the selection process is cancelled by NLDSL. 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.

NLDSL will be entitled to forfeit and appropriate the bid security for mutually agreed losses and damages payable to NLDSL in regard to the RFQ cum RFP without prejudice to the NLDSL'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 NLDSL.

### **5.3 General**

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

5.3.1 "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

5.3.2 "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 NLDSL, 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



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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.

**5.3.3 Right to reject any or all Proposals:**

- a. Notwithstanding anything contained in this RFQ cum RFP, NLDSL 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, NLDSL 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 NLDSL, the supplemental information sought by NLDSL 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 NLDSL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of NLDSL, including annulment of the Selection Process.

**5.3.4** 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.

**5.3.5** 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 NLDSL 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.

**5.3.6** After submission of the proposals of each phase by the applicant, to the satisfaction of NLDSL, 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 NLDSL, furnish such clarification to the satisfaction of NLDSL within five (05) working days without any extra charge.

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5.3.7 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 NLDSL and the Project.

5.3.8 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 NLDSL;
- 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. NLDSL 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 NLDSL and/ or its advisors.

**5.4 Selection Process:**

5.4.1 Brief Description of the Selection Process: NLDSL has adopted a two-stage selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of Two parts namely the Technical and Financial Proposals. The Technical Proposal and Financial Proposal shall be submitted online on GeM Portal in the relevant section. Evaluation will be carried out of the proposal as specified in this RFQ cum RFP. Based on the 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.

5.4.2 Preference shall be given to local manufacturers as per the make in India directives issued by “Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Govt. Of India (Public Procurement section) vide its order No. P-45021/2/2017-PP (BE-II) dated 28th May, 2018 issued revised Public Procurement (Preference to Make in India), Order 2017. In continuation of the same, bidders having beneficial ownership in countries which share land border with India will be eligible to bid in public procurement only if they are registered with the competent authority. Please refer Office Memorandum No. F No. 6/18/2019 and P-45021/112/2020-PP (BE-II)(E-43780) and the same is applicable in this tender No: GEM/2022/B/2094799”. The

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Application format for the registration in this regard is available on DPIIT website (Under Public Procurement Head). Any updated guideline issued from the ministry with regard to this clause shall be deemed applicable for this tender.

5.4.3 No Applicant shall submit more than one Applications.

5.4.4 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.

**5.5 Clarification and amendment of RFQ cum RFP documents**

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

CEO, NICDC Logistics Data Services Limited.

(Formerly Known as DMICDC Logistics Data Services Limited)  
Unit No.A-1002, 10th Floor, Tower-A, Plot No.7,  
Advant Navis Business Park, Sector-142, Noida,  
Gautam Buddha Nagar, Uttar Pradesh - 201305

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

5.5.2 The format for sending the queries is as mentioned below:

S. No.	RFQ cum RFP reference	Query related to	Explanation of the Query	Suggestion (If any)

5.5.3 NLDSL will endeavor to respond to the queries not later than the date mentioned in this RFQ cum RFP. NLDSL will post the reply to all such queries on websites mentioned in RFQ cum RFP.

5.5.4 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 documents by an amendment. All amendments/ corrigenda will be posted only on the Official Website. 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.

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- 5.5.5 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 choose 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.
- 5.5.6 The applicant's confirmation on participating the pre-bid meeting shall be sent to [tenders@dldsl.in](mailto:tenders@dldsl.in)

**5.6 Eligibility of applicants:**

- 5.6.1 The Applicant for participation in the Selection Process, should be a single entity.
- 5.6.2 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.
- 5.6.3 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 NLDSL for, inter alia, the time, cost and effort of NLDSL including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to NLDSL hereunder or otherwise.
- 5.6.4 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

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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.

5.6.5 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.

5.6.6 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.

**5.7 Preparation of proposal:**

5.7.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ cum RFP. NLDSL will evaluate only those Proposals that are received in the specified forms and complete in all respects.

5.7.2 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.

5.7.3 Client certifications or Purchase orders for the projects listed under the experience section: The certifications and/or PO must confirm the project attributes (size, fee,

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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.

- 5.7.4 The applicant is not permitted to submit the proposal using the experience/strength of any of his associate partner.
- 5.7.5 The technical proposal must not include any financial information.
- 5.7.6 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, NLDSL will be entitled to reject the Proposal.
- 5.7.7 Proposals shall be typed or written in indelible ink and signed by the Authorized 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 corporation;
- 5.7.8 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 NLDSL, 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, NLDSL reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 5.7.9 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.
- 5.7.10 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 applicable taxes, duties, levies, permit, fees, entry fees, transportation charges, equipment insurance fees, custom

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duty, handling charges etc., except the Goods and Services Tax (GST) which shall be paid as per 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 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.
- c. The Financial Proposal shall take into account all the expenses and tax liabilities and equipment insurance throughout its life, levies and other impositions applicable under the prevailing law on the supplier.

5.7.11 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ cum RFP.

5.7.12 Applicants shall express the price in Indian Rupees.

5.7.13 Applicants must do their due diligence about the tax implications and NLDSL will not be liable for any incident.

5.7.14 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. NLDSL will make its best effort to complete contract signing within this period. If NLDSL 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.

**5.8 Submission, receipt and opening of proposals**

5.8.1 The Proposal shall be prepared in indelible ink with clear readable scanned copies. 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.

5.8.2 An Authorized Representative of the Applicant should initial all pages of 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.



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5.8.3 Proposal submissions:

Particulars	Contents	Forms	Supporting Documents
<b><u>RFQ Cum RFP Proposal</u></b>	- Bid Security - Technical specification document of proposed sample tag	Q1, Q2, Q3, Q4, Q5, Q6, Q7  T1	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 sheet for FY 2019-20, Purchase orders as proof of project and RFID Tag 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, Technical specification document of proposed sample tag. Current production capacity and future expansion plan.  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

5.8.4 Submission address for the submission of original documents of Bid security, Product specification sheet and Sample of Proposed tag (1 No.):

CEO, NICDC Logistics Data Services Limited.

(Formerly Known as DMICDC Logistics Data Services Limited)  
Unit No.A-1002, 10th Floor, Tower-A, Plot No.7,  
Advant Navis Business Park, Sector-142, Noida,  
Gautam Buddha Nagar, Uttar Pradesh – 201305  
Email: [tenders@dldsl.in](mailto:tenders@dldsl.in)

**Note:** Proposed Sample tag with technical specification document must be in separate sealed envelope at the time of submission of Bid Security Fees.

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



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5.8.5 After the Proposal submission until the contract is awarded, if any applicant wishes to contact NLDSL 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 NLDSL during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the applicant's proposal.

**5.9 Proposal evaluation**

5.9.1 The Technical Proposal submission 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.

5.9.2 Prior to evaluation of Proposals, NLDSL will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. NLDSL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:

**a. RFQ Cum RFP Stage**

- i. The 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 Bid Security as specified in this RFQ cum RFP;
- iv. The applicant is present in person with **20 Nos of proposed tags** with proposed applicator for the field trial as per the schedule communicated by NLDSL.
- v. It does not contain any condition or qualification; and,
- vi. It is not non-responsive in terms hereof

**b. Financial Proposal:**

- i. The Financial 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.

5.9.3 NLDSL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by NLDSL in respect of such Proposals. However, NLDSL reserves the right to seek clarifications or additional information from the applicant during the evaluation process. NLDSL will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

5.9.4 As part of the evaluation, the Technical Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum

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Qualification Criteria, the Technical Proposal shall not be evaluated further.

**5.10 Minimum Qualification Criteria and Technical Evaluation:**

**5.10.1** The evaluation committee (“Evaluation Committee”) appointed by NLDSL will carry out the Minimum Qualification and Technical evaluation of Proposals on the basis of the following evaluation criteria:

<b>S. No.</b>	<b>Minimum qualification requirement</b>	<b>Supporting documents to be attached</b>
A	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 one 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.
B	Applicant shall have an annual turnover of at least INR 20 Million or equivalent in US Dollars for last one fiscal year.	Applicant shall submit duly filled form Q3.
C	The applicant as prime supplier should have supplied to at least 1 Government or PSU or Government Recognized Institutions or Nationalized Banks project (preferably from the Infrastructure, Transportation, Logistics. defense and customs) in India covering a total of at least 3 RFID projects globally.	Copy of purchase orders from different customers covering at least 3 RFID project installations, including one Government or PSU or Government Recognized Institutions or Nationalized Banks project in India should be submitted as supporting document.
D	The applicant should have supplied at least 200 thousand RFID tags globally for outdoor usage (preferably from the Infrastructure, Transportation, Logistics. defense and customs).	Copy of purchase orders totaling at least 200 thousand RFID tags globally for outdoor usage (preferably from the Infrastructure, Transportation, Logistics. defense and customs) should be submitted as supporting document.
E	The applicant should have the original Manufacturers Authorization Form (MAF) provided by the original equipment manufacturer (OEM) of the proposed tags, to submit the technical and commercial proposals related to their products as a response to this RFQ cum RFP. In MAF, OEM should agree for providing the tag and tagging Applicator tool design customization services and supply the customized tag based on the project’s requirement and NLDSL’s	Applicant must submit the MAF as per the format provided in this RFQ cum RFP. If the Applicant is the OEM of the proposed tag, a self-declaration covering all the mentioned requirements mentioned in the MAF format can suffice the purpose.

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	approval.	
F	The applicant should have a back-end replacement agreement/arrangement for faulty tags during warranty phase with the Original Equipment Manufacturers (OEMs).	Applicant must submit the Agreement letter between the OEM and supplier (Applicant) for replacement agreement/arrangement for faulty tags. If the Applicant is the OEM of the proposed tag, a self-covering all the mentioned requirements can suffice the purpose.
G	The Original Equipment Manufacturer of the Tag (OEM) proposed by the supplier should be ISO 9001 Process Certified for manufacturing.	The applicant must submit the copy of certification.
H	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.
I	The Supplier must have a valid Goods and Services Tax (GST) registration in India.	The applicant must submit the copy of GST registration.
J	The supplier should guarantee capability of supplying of proposed RFID tags per month as per project requirement.	The Applicant must submit the plant production capability report and enhancement plan to meet project requirement and must submit the undertaking "Form Q7".

- Post validating the submitted documents by the applicants as responsive, NLDSL shall invite the applicants for the Field trial of their proposed RFID tags (20 Nos) along with applicator. Applicants acknowledge that their proposal will be automatically disqualified if they fail to be present in person for the field trial of proposed RFID tag. The applicants are also requested to furnish the necessary certification to support their workability of the proposed RFID tags for the LDB Project as per the laid out specification of this RFQ cum RFP.

**5.10.2 Field Trial of the RFID Tags**

The field trial shall be conducted in the presence of the applicants and evaluation team of NLDSL. The location and schedule of the field trial of RFID tags shall be communicated to the respective applicants through Emails / phone.

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Applicants whose submitted documents are responsive and meet the below specification requirement will be qualified in Minimum qualification stage.

<b>Minimum Requirement:</b>	
<b>Specification</b>	<b>Details</b>
Encasement	One-time use UHF RFID Tag with magnet and adhesive
Maximum Size Limit (LxWxH) (mm)	120 x 50 x 15. The smaller form factor will get preference.
Weight (gms)	Maximum 100 gms. The lighter the RFID tag it will be given preference.
Attachment Type	The tag will be a one-time use product however its attachment using both magnet and adhesive should ensure that the tag attaches to the container surface during adverse environmental conditions. DLDS reserves the right to check the attachment of the tag on the container surface including but not limited to wet/oily/dirt conditions.
<b>RF Specifications</b>	
Read Range using Fixed reader Zebra FX9500/Zebra FX9600 / AN 440 (on metal surface)	9 meters India Frequency (face on) 5 meters at +/- 60° (face on)
Read Range (handheld Reader) - Zebra 319Z	Up to 3 meters India Frequency

**5.10.3 Laboratory Testing**

NLDSL at its own discretion shall perform the lab test on sample tags submitted by the applicants at any of the NABL accredited labs in India.

The result of the Lab test shall be considered as the final and only source of the information to qualify the applicants under this Minimum Qualification criteria process.

The qualification criteria of laboratory test are provided below:

S. No.	Requirement	Qualification criteria based on laboratory report
1	Pull force of the integrated magnet(s) of the RFID Tag	>= 2 Kg
2	Pull force of magnet(s) and adhesive of the RFID Tags on metal surface with 30 minutes curing time	>= 10 Kg
3	Pull force of magnet(s) and adhesive of the RFID Tags on metal surface with 24 hrs. curing time	>=30 Kg

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5.10.4 The bidders who qualify in all parameters mentioned in clauses 5.10.1, 5.10.2 and 5.10.3 shall only be declared as the qualified applicant for the Minimum qualification round.

**5.11 Technical Evaluation Criteria:**

5.11.1 The evaluation committee (“Evaluation Committee”) appointed by NLDSL 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>30</b>	
A	No. of projects the applicant has supplied RFID tags for tracking purpose (Delivery of less than 40,000 tags 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)	10 or more = 15 marks 7 or More but less than 10 = 11 marks 5 or more but less than 7 = 7 mark 3 or More but less than 5 = 3 Marks Less than 3 = 0 marks	15	Client PO or experience certificate mentioning the qty.
B	The cumulative number of RFID tags supplied by the supplier for various projects globally.	More than 5000 thousand = 15 Marks Between 5000 thousand and 3000 thousand = 11 Marks Between 3000 thousand to 1000 thousand = 7 Marks Less than 1000 thousand to 200 thousand = 3 Marks Less than 200 thousand = 0 Marks	15	Client PO or experience certificate mentioning the qty.
<b>2. Technical, operational and environmental compatibility of the proposed Tag</b>			<b>10</b>	

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A	<p>Conformance of the Physical and Technical Specification of the proposed tag with the specification as mentioned in this RFQ cum RFP (Refer the section:06 specifications clause for the weightage)</p> <p><i>In the specification section of the RFQ cum RFP, the requirements marked as “Mandatory” are the Must to have specifications. Any proposed tag which is not meeting the “mandatory” requirements shall automatically be disqualified. So, any applicant whose “specification conformance report” doesn’t confirm the “Mandatory” requirements shall automatically disqualified in the Technical round. NLDSL shall not entertain any supporting document as the proof of meeting the specification requirements unless same is confirmed in “specification conformance report”.</i></p> <p><i>The Marks for the Non-mandatory specification requirements are highlighted in the “Weightage” column.</i></p>	10	Specification conformance report										
<b>3. Tag manufacturer's experience and capability</b>		<b>25</b>											
A	Maximum number of RFID tags manufactured by the manufacturer for a single project/assignment.	<table border="1"> <tr><td>More than 1000 thousand= 10 marks</td></tr> <tr><td>Between 1000 thousand and 800 thousand = 6 marks</td></tr> <tr><td>Between 600 thousand and 800 thousand = 4 marks</td></tr> <tr><td>Between 600 thousand and 200 thousand = 2 marks</td></tr> <tr><td>Less than 200 thousand = 0 marks</td></tr> </table>	More than 1000 thousand= 10 marks	Between 1000 thousand and 800 thousand = 6 marks	Between 600 thousand and 800 thousand = 4 marks	Between 600 thousand and 200 thousand = 2 marks	Less than 200 thousand = 0 marks	10	Client PO or plant production report mentioning client name and quantity				
More than 1000 thousand= 10 marks													
Between 1000 thousand and 800 thousand = 6 marks													
Between 600 thousand and 800 thousand = 4 marks													
Between 600 thousand and 200 thousand = 2 marks													
Less than 200 thousand = 0 marks													
B	Establishment of manufacturing unit of the OEM	<table border="1"> <tr><td>More than 5 years= 5 marks</td></tr> <tr><td>Between 3-5 years = 3 marks</td></tr> <tr><td>Between 1-3 years = 2 mark</td></tr> <tr><td>less than 1 year = 0 mark</td></tr> </table>	More than 5 years= 5 marks	Between 3-5 years = 3 marks	Between 1-3 years = 2 mark	less than 1 year = 0 mark	5	Proof of establishment of manufacturing plant					
More than 5 years= 5 marks													
Between 3-5 years = 3 marks													
Between 1-3 years = 2 mark													
less than 1 year = 0 mark													
C	Engineering lab test capability of the manufacturer:	<table border="1"> <tr><td>1. Thermal test = 1 mark</td></tr> <tr><td>2. Humidity Test = 1 mark</td></tr> <tr><td>3. Water emersion test = 1 mark</td></tr> <tr><td>4. magnet durability test = 1 mark</td></tr> <tr><td>5. Assembly durability test = 1 mark</td></tr> <tr><td>6. Weight drop Test = 1 mark</td></tr> <tr><td>7. Shock and vibration test = 1 mark</td></tr> <tr><td>8. Environmental test based on IP 68 Standard = 1 mark</td></tr> <tr><td>9. Dimensional and weight consistency test= 1 mark</td></tr> </table>	1. Thermal test = 1 mark	2. Humidity Test = 1 mark	3. Water emersion test = 1 mark	4. magnet durability test = 1 mark	5. Assembly durability test = 1 mark	6. Weight drop Test = 1 mark	7. Shock and vibration test = 1 mark	8. Environmental test based on IP 68 Standard = 1 mark	9. Dimensional and weight consistency test= 1 mark	10	Test report of proposed tag of the OEM <i>(The test report should be based on proper lab engineering and evaluation criteria. The report should clearly inform about the test performing agency, date and location for performing the</i>
1. Thermal test = 1 mark													
2. Humidity Test = 1 mark													
3. Water emersion test = 1 mark													
4. magnet durability test = 1 mark													
5. Assembly durability test = 1 mark													
6. Weight drop Test = 1 mark													
7. Shock and vibration test = 1 mark													
8. Environmental test based on IP 68 Standard = 1 mark													
9. Dimensional and weight consistency test= 1 mark													

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		10. RF consistency test= 1 mark		test, tag make/model, tools used and conditions considered for performing the tests along with test results in figures)
<p><b>4. Tag Form factor</b> and weight (The tag is required to be as small and light as possible for ease of operations and to minimize the pilferage during operations while meeting all technical, environmental and operational requirements.  <i>(Note: Even if the tag has a curved surface, the absolute volume covered by the tag after attached to a flat surface will be considered as the length and width of the tag and the height will be ascertained from the highest point of the curve of the tag,)</i></p>				
A	Tag size in cubic millimeters (cub. mm)	Between 90,000 and 70,000 = 2	10	
		Between 70,000 and 50,000 = 4		
		Between 50,000 and 30,000= 6		
		Less than 30,000 = 10		
B	Tag weight in Grams (gms)	Between 100 and 70 = 3	10	
		Between 70 and 40 = 5		
		Between 40 and 20= 7		
		Less than 20 = 10		
<b>5. Technical proposal presentation</b>			<b>15</b>	
	Tag form-factor layout design and attachment Design		3	
	Tagging applicator tool design and demo of tagging (Ease of operation )		5	
	Tag Quality assurance plan		3	
	Any achievement or success story of the applicant in similar assignment		4	
TOTAL				100

5.11.2 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.

5.11.3 The technical proposal should contain a technical presentation in MS word /PDF format, which can justify the applicant's proposal on following aspects:

- Specific experience of the applicant related to the assignment Applicant's Tag



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customization capabilities

- Technical, operational and environmental compatibility of the proposed tag (specification conformance)
- Tag design and specification evaluation and acceptance criteria.
- Existing deployment of similar tags from the proposed OEM in Indian sub continental environment.
- 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).

5.11.4 NLDSL will invite the applicants as part of the Technical evaluation for the field trial of the proposed tag as per the timelines mentioned in the schedule section.

5.11.5 NLDSL will notify Applicants who fail to qualify the technical round about the same and their Financial Proposals will not be opened.

5.11.6 The applicants who score equal to or 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.

5.11.7 The Financial Proposal will be opened in the presence of qualified Applicants' representative who choose to attend.

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

5.11.9 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.

5.11.10 The "Technically qualified" Applicant with lowest pricing shall be declared as supplier 1 (i.e. L1). A panel will be constituted of L1 and three other "Technically qualified" Applicants with lowest pricing, subject to, the three successful bidders are matching the pricing of L1. The "Technically qualified" Applicant with lower pricing shall be given "first right to accept or reject" to meet the L1 pricing. So, a "Technically qualified" Applicant's consent on matching the L1 pricing shall automatically rejected if another "Technically qualified" Applicant with "lower bid pricing" provides its consent on meeting the L1 pricing and panel already has four members. All the bidders of the panel shall be considered to be the "Successful Applicants". The bids of rest of the applicants who are not qualified for the panel shall be declared unsuccessful.

The L1 bidder shall automatically be part of the panel and the Panel can also be formed of less than four applicants depending on how many "Technically qualified" applicants match L1 pricing. In case, none of the "technically qualified" bidders of the panel can match the L1 pricing, the panel will consist of only L1 bidder and the



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entire order shall be awarded to L1. Bill of Quantity (BoQ) of the RFID tags shall be awarded as per the conditions mentioned in the **Table A**.

The “Successful Applicants” in the panel shall be categorized further in four levels.

Supplier 1 (“Successful Applicant” who has submitted the lowest financial bid.

Supplier 2 (“Successful Applicant” with 2<sup>nd</sup> lowest bid pricing who agrees to match the price of supplier 1)

Supplier 3 (“Successful Applicant” with 3<sup>rd</sup> lowest bid pricing who agrees to match the price of supplier 1)

Supplier 4 (“Successful Applicant” with 4<sup>th</sup> lowest bid pricing who agrees to match the price of supplier 1)

5.11.11 In the event case if two or more technically qualified bidders have submitted the same price quote then the bidder with the higher technical score shall be deemed considered as the preferred applicant.

**Table A**

Sl. No	Condition	Award of Tag quantity ( Percentage of BoQ)			
		Supplier1	Supplier2	Supplier3	Supplier4
<b>A</b>	If panel is formed with FOUR “Successful Applicants”.	40%	30%	15%	15%
<b>B</b>	If panel is formed with THREE “Successful Applicants”.	50%	30%	20%	N/A
<b>C</b>	If panel is formed with TWO “Successful Applicants”.	60%	40%	N/A	
<b>D</b>	If panel is formed with ONE “Successful Applicant” (i.e. L1).	100%	N/A		

5.11.12 The “Technically qualified” applicants other than L1 shall be provided the time till 12 Noon next calendar day of opening of Financial proposal to send their written confirmation on matching the pricing of L1 as per the conditions mentioned in the table above. The confirmation should be sent in the form of a letter on applicant’s letter-head, signed by the authorized signatory of the applicant and should be submitted physically at NLDSL office. If the applicant is not able submit the original letter physically, the scanned copy of the letter should be sent electronically to email ID “[tenders@didsl.in](mailto:tenders@didsl.in)” from the official email ID of the applicant before the deadline. The letter or email should not contain any clause, question, clarification or condition for matching the L1 pricing. All the “Successful Applicants” whose confirmation letter is not received before the deadline shall be deemed disqualified

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from the panel.

**5.12 Award of contract**

5.12.1 After selection, a contract will be executed with the Successful Applicants of the panel

5.12.2 Performance Security: Performance Security equivalent to 3 (Three) 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 NLDSL until the completion of the assignment by the supplier and be released 180 (One hundred eighty) days after the completion of the assignment.

5.12.3 Execution of contract: After execution of the contract and furnishing of Performance Security as aforesaid by the Successful Applicants, the Successful Applicants of the panel shall not be entitled to seek any deviation in the Agreement.

5.12.4 Commencement of Assignment: The Successful Applicants of the panel are expected to commence the Assignment on the date of commencement of services as prescribed in the schedule of Contract. If the Successful Applicants of the panel fail to either sign the Agreement or commence the assignment as specified herein, NLDSL may invite the next ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the defaulting Applicant shall be liable to be forfeited by NLDSL.

**5.13 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.

**5.14 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, NLDSL 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, NLDSL 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 NLDSL for, inter alia, time, cost and effort of NLDSL, in regard to the RFQ cum RFP, including

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consideration and evaluation of such Applicant's Proposal.

**5.15 Pre-Bid meeting**

5.15.1 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.

5.15.2 The applicants who are interested in attending the pre-bid meeting should confirm NLDSL about the participation one-day prior the schedule. The confirmation can be sent to [tenders@dldsl.in](mailto:tenders@dldsl.in)

5.15.3 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of NLDSL. NLDSL 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.

**5.16 Payment Term:**

5.16.1 The supplier needs to raise the invoice within 15 days of the acceptance of material at site. The invoice should be accompanied with the material acceptance report and the factory output quality check certificate based on the criteria defined in this RFQ cum RFP. After verification of the documents and NLDSL will require 120 days of processing time for releasing the payment. However, for micro and small Enterprises (MSEs) payment shall be made as per applicable MSME guidelines.

**5.17 Miscellaneous**

5.17.1 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.

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

- a) 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;
- b) consult with any Applicant in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to NLDSL by, on behalf of and/or in relation to any Applicant; and/or
- d) 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.

5.17.2 NLDSL reserves the right to make inquiries with any of the Clients listed by the

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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, NLDSL 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 NLDSL for, inter alia, time, cost and effort of NLDSL, in regard to the RFQ cum RFP, including consideration and evaluation of such Applicant’s Proposal.

5.17.3 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 NLDSL who is or has been associated in any manner, directly or indirectly with the Selection Process 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 NLDSL, 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 execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of NLDSL 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 NLDSL 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 06: Scope of work:**

## Section 06: Scope of work:

### 6.1 Detailed scope of work:

- 6.1.1 Design the RFID tag in terms of form factor and specification through various engineering and proof of concept (POC) tests considering the technical and operational requirement of the LDB project. The tags are to be placed on the side wall surface of all the sea container.
- 6.1.2 Supply of the One-time use customized RFID tags (based on approval of NLDSL) at various port terminals in India.
- 6.1.3 Delivery of the materials shall be completed on the date specified by NLDSL post release of the confirmation over email / purchase order. The maximum lead time for 1st phase delivery of RFID tags is 60 calendar days from the date of issuance of Letter of Award (LOA) as per the Table B. However, the 1st lot can be delivered on weekly basis on equally distributed manner and should be completely deliver before the delivery date of 2nd lot. 2nd lot should be delivered within or on 90 calendar days from the date of issuance of Letter of Award (LOA).

**Table B**

S. No.	Conditions	1 <sup>st</sup> Phase Deliveries			
		Supplier 1	Supplier 2	Supplier 3	Supplier 4
A	If panel is formed with FOUR "Successful Applicants".	2,28,000	1,71,000	85,500	85,500
B	If panel is formed with THREE "Successful Applicants".	2,85,000	1,71,000	1,14,000	N/A
C	If panel is formed with TWO "Successful Applicants".	3,42,000	2,28,000	N/A	
D	If panel is formed with ONE "Successful Applicant" (i.e. L1).	5,70,000	N/A		

The subsequent deliveries of next phases will be made as per the project requirement within four weeks from the date of receiving the confirmation over email / PO from NLDSL. The procurement will be made as per project requirement and will be made over a period of maximum three years of signing of the contract.

- 6.1.4 Provide the design of an applicator to attach the proposed tag on metal surface of

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the sea container at an approximate height between 4 meters to 6 meters from the ground. The design of the tag and the applicator will be approved together through proof of concept (POC).

- 6.1.5 The procurement/leasing of the complete Bill of Material will be done in phase as per the site readiness and requirement.
- 6.1.6 The tags should have the warranty period of 2 years on tag material, sticking capability and readability from the date of delivery and 4 months once the tag placed on the container surface.
- 6.1.7 The site locations for the material delivery will be the Port terminals. However, the exact site address details will be provided by NLDSL while releasing the purchase order for the site.
- 6.1.8 The acceptance of the delivered material will be considered based on the sample test done by the supplier by testing one tag of each package box as per the acceptance test cases defined by NLDSL. The test result should meet the specification criteria as defined in the RFQ cum RFP.
- 6.1.9 Delivery of the materials along with the related documents as per Technical Specification are the responsibility of the supplier.
- 6.1.10 The supplier shall ensure that all Products/equipment is supplied within the Implementation schedule agreed with NLDSL.
- 6.1.11 The supplier shall submit all the License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the NLDSL along with the supplied tags.
- 6.1.12 The Supplier shall provide a Manufacturer's Authorization of the RFID tags supplied.
- 6.1.13 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.
- 6.1.14 The supplier shall provide the Tag evaluation and quality criteria document mentioning all design aspects of the tags, all engineering tests going to be done before the production and all quality tests to be performed before shipment of the consignment.
- 6.1.15 During the material delivery, the supplier shall provide all related test reports and certificates, including factory test results based on the approved Tag evaluation and quality criteria document. The tags will not be accepted without the receipt of the mentioned documents.

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6.1.16 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.

6.1.17 The supplier shall assign a technical process consultant on their own expense after the signing of the agreement till the end of the project.

6.1.18 The supplier warrants that NLDSL shall not be charged additionally other than the cost of the tag as furnished in the financial proposal, by the supplier or the tag OEM for any cost incurred for designing and customization of the tags.

6.1.19 Even though NLDSL will approve the tag design submitted by supplier prior production, the supplier warrants that NLDSL can instruct the supplier to modify the design of the tag for the future consignments, after evaluating the technical and operational functioning of the previously supplied tags. The overall responsibility of the technical and operational workability of the tags lays with the supplier.

6.1.20 The tentative BoQ of the RFID tags:

One Time use RFID Tags	75,00,000 No's (Approx.) (In Words: Seventy-Five Lakhs)
------------------------	--

Quantities mentioned in the above are indicative. Supplier need to quote rates and total cost for these items considering the possibility of variations of +/-30% in the above mentioned quantity. The procurement for the entire order quantity will be made over a period of maximum (3) three years of signing of the contract.



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**6.2 Specification**

Sr. No	Physical Specifications		Weightage
	Specification	Details	
A	Specification	Details	
1	Encasement	One time use UHF RFID Tag with magnet and adhesive	Mandatory
2	Maximum Size Limit (LxWxH) (mm)	120 x 50 x 15. The smaller form factor will get preference.	Mandatory
3	Weight (gms)	Maximum 100 gms. The lighter the tag it will be given preference.	Mandatory
B	<b>Environmental Specifications</b>		
1	Storage Temperature	-40degC to +85degC	Mandatory
2	Operating Temperature	-40degC to +80degC	Mandatory
3	Survivability	-40degC to +80degC	Mandatory
4	IP rating	IP68	Mandatory
5	Shock and Vibration	MIL STD 810-G	Mandatory
6	Impact	2kg from 1m	2 Marks
7	Attachment type	<b>Integrated magnet(s) of the tag should have 2 kg or greater pull force</b> considering the attachment on the sea container surface. The tag will be a one-time use application product however its attachment using both magnet and adhesive should have pull force of 10 Kg while attached on metal surface with 30 minutes curing period and 30 Kg pull force while attached on metal surface with 24 hrs. curing period.	Mandatory
8	Attachment durability	No delamination even after 120 days attached to side of sea container.	2 Marks
9	Attach tool (tag applicator)	For placement of tag on sea container several meters above ground level.	2 Marks
10	Certifications	CE, BIS or any equivalent certification ROHS approved	2 marks
C	<b>RF Specifications</b>		
1	Protocol	EPC Class 1 Gen 2	Mandatory
2	Frequency Range (MHz )	As per the norms in India	Mandatory
3	Read Range using Fixed reader (on metal surface )	9 meters India Frequency (face on) 5 meters at +/- 60° (face on)	Mandatory
4	Read Range (handheld Reader )	Up to 3 meters India Frequency	Mandatory
5	Material Compatibility	Should be Optimized for "On metal" use	Mandatory

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6	RFID IC Memory Capacity	EPC - 96 bits TID - 48 bits (Unique) (Writing capability of all memories should be locked during manufacturing)	Mandatory
7	EPC Memory	The globally unique EPC code will be provided by NLDSL to the supplier for storing the same in the EPC memory during manufacturing of the tags.	Mandatory
8	Customization	Ease of tagging on the upper side of the container wall using an applicator, while the container is loaded on truck or rail wagon. Approximate height of the attaching location is between 4 meters to 6 meters.	2 Marks
9	Project Logo	The Project Name/Logo/ any other information that will be provided by DLDS needs to be printed/ embossed on the upper surface of the tags.  A serial number (Approved by DLDS) needs to be printed on all tags and the serial number to EPC code mapping needs to be provided while delivering the tags. "Do Not Remove" printing in multiple languages will be required on the surface of the proposed tag. The design sample will be provided by DLDS.	Mandatory

**6.3 Service Level**

**6.3.1 Availability**

*a) Definition*

Availability means, during the warranty period, the tag should be in working condition in terms of dimensional and RF capabilities and there should not be any distortion to the tag's specification. If the tag fails to meet this criteria, it will be termed as "faulty tag".

*b) Target*

100% for all RFID tags

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### *c) Liquidated Damages*

If any tag fails during the sample test (One tag will be picked randomly from ten thousand tags) by NLDSL at the time of delivery, the whole delivery needs to be replaced within 15 calendar days and 5% of the PO value of the delivery will be charged as Liquidated Damages or part thereof subject to a maximum of 10% of the total contract value.

Once the delivery is accepted by NLDSL, the tags which are found as faulty during operations shall be intimated to the supplier and same needs to be replaced with new ones with same specifications within 7 calendar days of notification by NLDSL. If the supplier fails to meet this service level for every faulty tag, five times the price of the tag (excluding the tax component) will be charged as Liquidated Damages to the supplier.

All Liquidated Damages will be recovered from the performance security furnished by supplier to NLDSL during the signing of the contract.

## **6.4 Timeliness of Delivery**

### *6.4.1 Definition*

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

### *6.4.2 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 NLDSL 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 Bank Guarantee (PBG).

The recovery will be done at the rate of 0.5% of the Contract Price per Week of delay or part thereof subject to a maximum of 10% of the total contract value.

If the supplier fails to meet the service level in consecutive deliveries or more than two times during the contract period, NLDSL shall have the right to terminate the contract and forfeit the supplier's performance Bank Guarantee (PBG).

# Section 7: Standard Forms for proposal submission

## **Section 7: Standard Forms for proposal submission**

### **Form Q1: Proposal Submission Form**

[Location, Date]

To,

CEO,

(Formerly Known as DMICDC Logistics Data Services Limited)

Unit No.A-1002, 10th Floor, Tower-A, Plot No.7,

Advant Navis Business Park, Sector-142, Noida,

Gautam Buddha Nagar, Uttar Pradesh – 201305

**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 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 NLDSL 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 be available in person at the pre-schedule time and venue communicated by NLDSL to us for the field trial of our proposed tag as a part of technical evaluation process. We acknowledge that our proposal will be automatically disqualified if we fail to be present in person for the field trial of proposed RFID tag.
4. We shall make available to NLDSL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of NLDSL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. 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

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authority for breach on our part.

7. 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 NLDSL 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.

8. 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.

9. We declare that we are not a member of any other Consortium/JV applying for selection as a supplier.

10. 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.

11. 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.

12. 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.

13. 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 NLDSL in connection with the selection of supplier or in connection with the selection process itself in respect of the above mentioned Project.

14. 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.

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15. We agree that NLDSL reserves the right to withheld/ cancel/ recall bids at any time for reasons not to be disclosed to the applicants.

16. We agree to keep this offer valid for one hundred eighty (180) days from the date of receipt of proposal as mentioned in section 2.

17. 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.

18. 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 NLDSL or in respect of any matter arising out of or concerning or relating to the selection process including the award of supply.

19. The Technical and Financial Proposal is being submitted in a separate section at GeM.

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

21. 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.

22. The proposed make (OEM) and model of the RFID tag is mentioned below.

RFID TAG:

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)

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**Form Q2: 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 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 PREVIOUS YEAR.

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 Tags 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 tags supplied:
Name of Lead Partner:	Specification and detailed description of the supplied tags:
Brief Description about the project:	



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**Form Q3: Annual Turnover**

Sr. No	Financial Year	Annual turnover of the applicant (INR or USD)
1	2020-2021	

**Certificate from the Statutory Auditor**

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

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.

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**Form Q4: RFID Tag 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 TAGS.

USE PROJECTS WITH COPY OF PROOF OF SUPPLY OF RFID TAGS 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 PREVIOUS YEAR.

SI NO	Client's Name	Last delivery Date	Tag Description	Tag Make/Model	Tags used for	Quantity
		<b>TOTAL</b>				

**Form Q5: 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,

NICDC Logistics Data Services Ltd.

(Formerly Known as DMICDC Logistics Data Services Limited)  
Unit No. A-1002, 10th Floor, Tower-A, Plot No.7,  
Advant Navis Business Park, Sector-142, Noida,  
Gautam Buddha Nagar, Uttar Pradesh - 201305

WHEREAS [OEM's name] who are official producers of **RFID Tags** 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:

***[model number of the proposed tag]***

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

We hereby confirm that, we understand the requirement of the customization of the RFID tags based on project's requirement and take the responsibility of manufacturing and delivering the customized tags.

Name :

In the capacity of :

Signed

**Form Q6: Bank Guarantee for Bid Security**

BG No.

Date:

1. In consideration of **NICDC Logistics Data Services Ltd.(NLDSL), formerly known as DMICDC Logistics Data Services Limited** a company incorporated under the Companies Act, 2013, having its registered **Unit No. A-1002, 10<sup>th</sup> Floor, Tower-A, Plot No.7, Advant Navis Business Park, Sector-142, Noida, Gautam Buddha Nagar, Uttar Pradesh-201305** (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 a proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013] and having its registered office at [registered address], (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

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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 authorized 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 unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except

**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

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 authorized 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].

13. Signed and Delivered by [name of bank]

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

official. (Signature of the Authorized 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.

**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

**Form Q7: Undertaking for Production Capability to meet project requirement:**

[Location, Date]

To,

CEO,

NICDC Logistics Data Services Limited (NLDSL)

(Formerly Known as DMICDC Logistics Data Services Limited)

Unit No. A-1002, 10th Floor, Tower-A,

Plot No.7, Advant Navis Business Park, Sector-142, Noida,

Gautam Buddha Nagar, Uttar Pradesh-201305

**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, and hereby submit our confirmation as:

1. We acknowledge the monthly BOQ requirements of NLDSL for delivery of tags by all successful applicants as per clause no.6.1.3 under Section 6- Scope of work.
2. We confirm that, our production capacity meets (shall meet) the monthly supply requirements of NLDSL even if we get selected as the sole Tag supplier to NLDSL based on the result of this RFQ cum RFP.
3. We guarantee to enhance our production capacity within 3 months from the date of execution of contract without any pre-condition to meet the delivery requirements.
4. We acknowledge the right of NLDSL to nullify the contract with us as a supplier if we default in monthly delivery requirements without any pre-notice.
5. We acknowledge the right of NLDSL to visit our production facilities for audit purpose during the bidding process as well as during the contract period.
6. We herewith attach our current production capacity and future expansion plans along with this undertaking.

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 T1: Technical Proposal Submission**

[Location, Date]

To,

CEO,

NICDC Logistics Data Services Limited (NLDSL)

(Formerly Known as DMICDC Logistics Data Services Limited)

Unit No. A-1002, 10th Floor, Tower-A,

Plot No.7, Advant Navis Business Park, Sector-142, Noida,

Gautam Buddha Nagar, Uttar Pradesh-201305

**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 NLDSL 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 NLDSL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of NLDSL 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.



**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

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 NLDSL 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 NLDSL 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 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

**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

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 NLDSL 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 technical evaluation criteria below:

Sr. No.	Particulars	Applicant's comment	Supporting document Submitted
<b>1. Specific experience of the applicant in similar assignment</b>			
A	No. of projects the applicant has supplied RFID tags for tracking purpose (Delivery of less than 40,000 RFID tags 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 number of RFID tags supplied by the supplier for various projects globally.		
<b>2. Technical, operational and environmental compatibility of the proposed Tag</b>			
A	Conformance of the Physical and Technical Specification of the proposed tag with the specification as mentioned in this RFQ cum RFP.		
B	Conformance of the Environmental Specification of the tag with the specification as mentioned in this RFQ cum RFP.		
<b>3. Tag manufacturer's experience and capability</b>			

**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

A	Maximum number of One time use RFID tags manufactured by the manufacturer for a single project/assignment.		
B	Establishment of manufacturing unit of the OEM		
C	Engineering lab test capability of manufacturer:		

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 F1: Financial Proposal Submission Form**

[Location]

[Date]

To,

CEO,

NICDC Logistics Data Services Limited (NLDSL)

(Formerly Known as DMICDC Logistics Data Services Limited)

Unit No. A-1002, 10th Floor, Tower-A,

Plot No.7, Advant Navis Business Park, Sector-142, Noida,

Gautam Buddha Nagar, Uttar Pradesh-201305

Dear Sir,

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

We, the undersigned, offer to provide the supply services for RFID Tags 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 including, but not limited to applicable taxes, duties, levies, permit fees, entry fees, transportation charges, equipment insurance fees, custom duty, handling charges, etc. except the GST shall be paid as per applicable rates.

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:

**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

**Form F2: Summary of Costs**

Cost of each RFID Tag	INR (In WORDS: INR )  (Not to be filled while submitting this in technical proposal) FINANCIAL PROPOSAL OF THE BID to be submitted at financial section of the GeM portal
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**Note:** All the above charges shall be inclusive of all cost components that including, but not limited to applicable taxes, duties, levies, permit fees, entry fees, transportation charges, equipment insurance fees, custom duty, handling charges, etc. except the GST shall be paid as per applicable rates.

**GST Declaration:**

% of the GST applicable in Unit Price of RFID Tag = \_\_\_\_%

**Note:** All bidders must provide the Applicable GST % in this form under GST declaration header while submitting this form in technical proposal. If GST % declaration is not mentioned in the form F2 while submitting this form in technical proposal, this will lead to disqualification of the bid.

Authorized Signature [In full and initials]: Name and Title of Signatory:  
Name of Firm:  
Address:

## **Section 8: Form of Contract**

(To be executed on requisite value of stamp papers)

### **CONTRACT**

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

**BETWEEN**

**NICDC Logistics Data Services Limited**

**AND**

**Name of the supplier**

**CONTRACT**

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

This **CONTRACT** for Supply of RFID Tags for Logistics Data Bank (LDB) Project in India (“**Contract**”) is executed on XX, XX, XXXX (Date, Month, Year)

**BY AND BETWEEN**

**NICDC Logistics Data Services Limited**, (Formerly Known as DMICDC Logistics Data Services Limited) a company incorporated under the Companies Act, 2013 with **CIN U74999UP2015PLC113326**, having its registered office at **Unit No.B-1002, 10<sup>th</sup> Floor, Tower-A, Plot No.7, Advant Navis Business Park, Sector-142, Noida, Gautam Buddha Nagar, Uttar Pradesh-201305**, India, represented by *Shri \_\_\_\_\_*, -*NICDC Logistics Data Services Limited* (hereinafter referred to as the “**NLDSL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **ONE PART**;

**AND**

\_\_\_\_\_, a proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013, \_\_\_ with registration number \_\_\_\_\_, having its registered office at \_\_\_\_\_, represented by *Shri \_\_\_\_\_* (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**.

NLDSL 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), 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 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, NLDSL 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. NLDSL is looking for a suitable and reliable supplier who can supply RFID tags for the LDB Project at various ports for Logistics Data Bank (LDB) Project in India. For

**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

this purpose, NLDSL had issued a RFQ cum RFP document - Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (“Tender Documents”) inviting bids from eligible suppliers to submit their proposals for the supply of RFID tags for the LDB Project in India.

- D. Pursuant to the evaluation of the proposal of various bidders, the Supplier’s proposal has been found to be the \_\_\_\_\_(rank) financial proposal among the proposals of the technically qualified bidders and was declared as \_\_\_\_supplier 1/ Supplier 2/ Supplier 3/ Supplier 4
- E. As per the terms and conditions defined in RFQ cum RFP, a panel was constituted of Supplier 1, Supplier 2, Supplier 3 and Supplier 4 wherein Supplier 2, Supplier 3 and Supplier 4 have agreed to match the financial proposal of the supplier 1 and hence the total quantities will be awarded as per the conditions mentioned in the RFQ cum RFP document.
- F. Consequently, Contract executed on \_\_\_\_\_ with the Supplier by NLDSL.
- G. The Supplier has furnished the Performance Security (*as hereinafter defined*) as required by the tender terms as preconditions for execution of the Contract.
- H. In furtherance thereof, NLDSL and the Supplier are now entering into this Contract to record the terms and conditions governing the supply of the RFID tags 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) “**Arbitration Reference Notice**” shall have the meaning ascribed to the term in Clause 20.3;
  - b) “**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 both the Parties, and includes any purchase order issued, if any, prior to the Effective Date and all the documents as mentioned in Clause 2 below and the term “Contract” has to be read in accordance with Clause 2;
  - c) “**Dispute**” shall have the meaning ascribed to the term in Clause 20.1;
  - d) “**NLDSL Materials**” shall have the meaning ascribed to the term in Clause 10.1;



**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

- e) “**NLDSL Termination Events**” shall have the meaning ascribed to the term in Clause 14.2;
- f) “**Effective Date**” shall have the meaning ascribed to the term in Clause 14.1;
- g) “**Indemnified Party**” shall have the meaning ascribed to the term in Clause 17.1;
- h) “**Indemnifying Party**” shall have the meaning ascribed to the term in Clause 17.1;
- i) “**Information**” shall have the meaning ascribed to the term in Clause 18;
- j) “**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 software, application, process, network, system, data, programme, codes, source code, 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.
- k) “**LDB Project**” shall have the meaning ascribed to the term in Recital A;
- l) “**Losses**” shall have the meaning ascribed to the term in Clause 17.1;
- m) “**Performance Security**” shall have the meaning ascribed to the term in Clause 11.1;
- n) “**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;
- o) “**Tender Documents**” shall have the meaning ascribed to the term in Recital B and shall always include any clarification, corrigendum or amendment, issued if any, to the same;
- p) “**Supplier 1**” shall mean that the successful applicant who has submitted the lowest financial bid in the RFQ cum RFP.

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- q) **“Supplier2”** shall mean the successful applicant with 2<sup>nd</sup> lowest bid pricing who agrees to match the price of supplier 1 in the RFQ cum RFP.
- r) **“Supplier3”** shall mean the successful applicant with 3<sup>rd</sup> lowest bid pricing who agrees to match the price of supplier 1 in the RFQ cum RFP.
- s) **“Supplier4”** shall mean the successful applicant with 4<sup>th</sup> lowest bid pricing who agrees to match the price of supplier 1 in the RFQ cum RFP.

**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 Effective Date, as the case may be) 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;

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- (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) 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;
- (n) 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
- (o) if any term in the recitals or Clause 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, NLDSL shall issue any necessary clarification or instruction to the Supplier, and the priority of the documents shall be as follows:

- (a) This Contract
- (b) Clarifications, pre-bid clarifications and addendums, if any, issued to the Tender Documents;
- (c) The Tender Documents including Financial Proposal Submission Form;
- (d) Supplier’s Proposal dated \_\_\_\_\_, including the Manufacturer’s Authorization Form (MAF) from the original equipment manufacturer (OEM) of the RFID Tags as per the form provided in the Tender Documents, agreement between the Supplier and the OEM for replacement of faulty tags during the warranty phase;
- (e) any other document forming part of the Contract

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**

3.1. NLDSL hereby engages the Supplier to design, utilize its technology capability and supply the RFID tags for the LDB Project in India and fulfil other obligations, as more

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particularly described in Schedule-I hereto. The Contractor agrees to perform efficiently and faithfully all of the works, namely, design, technology, manufacture / procure and supply of RFID Tags 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 NLDSL is not bound to procure the RFID tags exclusively from it and therefore, its right to supply the RFID tags hereunder is, and shall remain, non-exclusive.

**4. PRICE AND PAYMENT TERMS**

**Price**

- 4.1. In consideration for the Supplier supplying the RFID Tags and performance of other obligations by it hereunder, NLDSL covenants to pay to the Supplier, subject to and in accordance with the terms of the Contract, a contract price of INR \_\_\_\_\_ (Rupees \_\_\_In Words\_\_\_) for the number of tags mentioned in Schedule-I hereto considering a price of INR \_\_\_ (Rupees \_\_\_in Words\_\_\_) per RFID Tag. The Supplier confirms that the said price of a RFID Tag is inclusive of all the cost components including but not limited to applicable taxes, duties, levies, permit fees, entry fees, transportation charges, equipment insurance fees, customs duty, handling charges, etc., except the Goods and Services Tax which shall be paid as per applicable rates.

**Adequacy of price**

- 4.2. The contract price mentioned in Clause 4.1 above is firm and fixed for the term of this Contract. The Supplier declares that while indicating the aforesaid price in its proposal, it has taken into account the various requirements and conditions stipulated in the Tender Documents and the said price is adequate having regard to its obligations hereunder. The said price has been determined after taking into account all the expenses, cost and tax liabilities, equipment insurance throughout the life of RFID tags, levies and other impositions applicable under the prevailing law on the Supplier. The Supplier has conducted requisite due diligence about the tax implications on it and NLDSL will not be liable for any tax incidence on or in relation to the price of the RFID Tags and the same shall be solely borne by the Supplier.

- 4.3. The Supplier also confirms and warrants that NLDSL shall not be charged additionally, other than the aforesaid price of the RFID tag, either by the Supplier or the OEM of tags for any cost incurred for designing and customization of the tags required hereunder or for fulfilling any of their obligations hereunder, including but not limited to, replacement of faulty tags, fulfilment of warranty obligations.

**Payment terms**

- 4.4. The Supplier shall be entitled to raise an invoice within 15 (fifteen) days of the acceptance of RFID Tags at the site. The invoice shall be accompanied with the material acceptance report and the factory output quality check certificate based on the criteria defined in the Tender Documents. After verification of the documents (including delivery challan, Performa invoice and quality documents), NLDSL will require 120 (One Hundred Twenty) days of processing time for releasing the

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payment from the date of delivery and acceptance of tags by NLDSL. However, for Micro and small Enterprises (MSEs) payment shall be made as per applicable MSME guidelines. The obligation to pay the price is subject to and dependent on the fulfillment of the obligations by the Supplier hereunder. If there is any delay for release of payment after the expiry date by NLDSL, a penalty @ of 3% (three percent) per annum will be levied by the Supplier.

**5. Designing**

**Designing of tags**

- 5.1. The Supplier shall design the RFID tag in terms of form factor and technical and other specification through various engineering and proof of concept (POC) tests considering the technical and operational requirements of the LDB Project including the specifications set out in Schedule-II hereto. The Supplier acknowledges that the RFID tags are to be placed on the side wall surface of all the sea containers.

**Designing of applicator**

- 5.2. The Supplier shall also provide the design of an applicator to attach/detach the RFID tags on metal surface of the sea container at an approximate height between 4 meters to 6 meters from the ground.

**Intimation of defect in specification**

- 5.3. The Supplier shall give notice to NLDSL of any error, incorrectness, incompleteness or any other deficiency in NLDSL's specifications or inputs, provided if any, however this shall not relieve the Supplier in any way from preparing and submitting the design of the RFID Tags and the applicator tool which should conform with the requirements of this Contract.

**Proof of concept**

- 5.4. The design of the tag and the applicator will be approved together through proof of concept (POC) based on the test cases prepared by Supplier and approved by NLDSL.

**Tag evaluation and quality criteria**

- 5.5. The Supplier shall provide the Tag evaluation and quality criteria document mentioning all design aspects of the tags, all engineering tests going to be done before the production and all quality tests to be performed before shipment of the consignment. The above documents shall be submitted by the Supplier to NLDSL within 15 (fifteen) days of the signing of the Contract.

**Format for submission of design**

- 5.6. The designs shall be provided by the Supplier in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective and timely execution of the supplies hereunder and/or as otherwise required by NLDSL.

**Comments of NLDSL**

- 5.7. NLDSL shall within a period of 15 (fifteen) days from the receipt of the designs submitted in accordance with Clause 5.6 issue to the Supplier written comments, proposed changes and/or written disapprovals of such designs.

**Correction/revision of design**

- 5.8. Upon receipt of comments, proposed changes or written disapprovals of the designs, the Supplier shall at own cost provide to NLDSL with revised and corrected designs as soon as possible thereafter. Until the designs of the RFID tags and applicator are prepared or revised to the satisfaction of NLDSL, the process stated in the sub-clauses 5.1 to 5.7, to the extent applicable, shall be followed.

**Modification in design and technology**

- 5.9. Even though NLDSL will approve the tag design submitted by the Supplier prior to production, the Supplier warrants and agrees that NLDSL can instruct the Supplier to modify the design and/or technology of the tag for the future consignments, after evaluating the technical and operational functioning of the previously supplied tags including in case the tag loss is due to magnetic failure, non-functioning of RF capabilities, physical breaking of tags is more than 30% of the supplied quantity. Any change in the design and/or technology, except in cases of tag loss due to magnetic failure, non-functioning of RF capabilities, physical breaking of tags or failure of tags to meet the requirements laid down in the Contract, will be as per Change authorization clause 9.1. Despite the approval of the tag designs by NLDSL, the overall responsibility of the technical and operational workability of the tags as per the laid-down specifications in Schedule-II shall always lie with the Supplier.

**NLDSL not liable for defects**

- 5.10. NLDSL's approval or failure to provide comments, proposed changes or written disapprovals to the designs/test cases hereunder shall not prevent NLDSL from later objecting to or seeking further change in the designs or any item shown on the approved designs and/or technology. Despite the approval of designs and/or technology by NLDSL or failure to provide comments, proposed changes or written disapprovals to the designs and/or technology, if there is, or emerges later on, any defect or deficiency in the designs and/or technology for any reason, NLDSL shall not be liable in this regard in any manner or for anything whatsoever including for having provided details of its requirements or any inputs/ information or for inadequacy, incompleteness or incorrectness of such requirements, inputs, information, etc. 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 NLDSL in this regard. The Supplier shall also be liable for any cost, claim, loss, damage, etc. of whatsoever nature arising out of, or attributable, directly or indirectly, to such defect or deficiency in the designs
- 5.11. Whether before or after a final design and technology is approved and validated, the Supplier shall, at its sole cost and expense, carry out or cause to be carried out any alterations or remedial work necessitated by such errors, omissions or discrepancies in the designs and modify the designs accordingly.

**Supplier's warranty of designs**

- 5.12. The Supplier shall be fully responsible for the correctness, completeness, suitability, adequacy, integrity, durability and practicality of the designs of RFID Tags and design of the applicator.
- 5.13. The Supplier warrants that the designs shall always meet the requirements of the Contract and shall be fit for the purpose thereof. In case there is any error,

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deficiency, incorrectness, inadequacy, impracticality or unsuitability in the specifications, information or any other inputs provided by NLDSL, the Supplier shall take into account, address or rectify such error, deficiency, incorrectness, inadequacy, impracticality or unsuitability at its own cost and NLDSL 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.

- 5.14. The Supplier warrants that the designs and the execution of supplies of RFID Tags by it will have taken full account of the requirements and aspects of the LDB Project as per the specifications mentioned in Schedule-II hereto.
- 5.15. The Supplier shall indemnify NLDSL against any damage, expense, liability, loss or claim, which NLDSL might incur, sustain or be subject to arising from any breach of the Supplier's design responsibility and/or warranty set out in this Clause.
- 5.16. The Supplier further specifies and is deemed to have accepted full responsibility for the designs and warrants absolutely that the designs shall meet the requirements of the Contract:
- (a) Notwithstanding that such designs may be or have been prepared, developed or issued by NLDSL, any of the Supplier's consultants, its sub suppliers and/or its qualified personnel / persons or cause to be prepared, developed or issued by others.
  - (b) Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
  - (c) Notwithstanding that the same have been approved by NLDSL.
- 5.17. The Supplier shall be fully responsible for the materials, equipment, goods, workmanship, preparing, developing and coordinating all design to enable that the RFID Tags are developed and supplied in accordance with the requirements of the Contract.
- 5.18. No claim for additional payment or extension of time shall be entertained by NLDSL and/or the Supplier shall not be relieved from any obligation / liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the fulfilment of the obligations by the Supplier hereunder due to any mistake, inaccuracy, discrepancy or omission in or between the Supplier's initial designs and the final designs, or any failure or delay by the Supplier to prepare any design data or submit the same to NLDSL in due time and the Supplier shall promptly make good any such defect at its own cost.

**Ownership of designs**

- 5.19. The Supplier hereby agrees and confirms that the ownership and title to the designs, technology and any other documents provided by it to NLDSL hereunder shall vest exclusively with the Supplier. The Supplier shall be liable to claim any damages, expense, liability, loss or other claims, which the Supplier might incur, sustain or be subject to arising from any breach by NLDSL set out in this clause. Notwithstanding anything contained above, in case the Supplier does not fulfil its obligation(s) under the Contract, then NLDSL with prompt written notice to the

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Supplier of that fact, may either utilize the said designs, technology and any other documents, without being liable to the Supplier in any manner for such use, in order to continue its business as usual or terminate the Contract in terms of Clause 14.2. In all other cases, the ownership of such designs, technology and other documents shall vest with the Supplier.

**6. PURCHASE ORDERS**

**Purchase Orders**

6.1. From time to time NLDSL may issue purchase orders to the Supplier. Each purchase order shall set forth, inter alia, the quantities and price of RFID Tags to be delivered, delivery date and the site at which the RFID Tags are to be delivered. Upon receipt, the Supplier shall forthwith acknowledge the receipt of the purchase order to NLDSL. The Supplier understands that the procurement of the complete bill of material of RFID Tags will be done in phases as per the site readiness and requirements of NLDSL. Further, the site locations for the delivery of the RFID Tags are the port terminals in India. However, the exact details of the site address will be provided by NLDSL while releasing a purchase order for the site.

**Lead Time**

6.2. Delivery of the materials shall be completed on the date specified by NLDSL post release of the confirmation over email / purchase order. The maximum lead time for 1st phase delivery of RFID tags is 60 calendar days from the date of issuance of Letter of Award (LOA) as per the Table B. However, the 1st lot can be delivered on weekly basis on equally distributed manner and should be completely deliver before the delivery date of 2nd lot. 2nd lot should be delivered within or on 90 calendar days from the date of issuance of Letter of Award (LOA).

S. No.	Conditions	1st Phase Deliveries			
		Supplier1	Supplier2	Supplier3	Supplier4
A	If panel is formed with FOUR "Successful Applicants".	2,28,000	1,71,000	85,500	85,500
B	If panel is formed with THREE "Successful Applicants".	2,85,000	1,71,000	1,14,000	N/A
C	If panel is formed with TWO "Successful Applicants".	3,42,000	2,28,000	N/A	
D	If panel is formed with ONE "Successful Applicant" (i.e. L1).	5,70,000	N/A		

The subsequent deliveries of next phases will be made as per the project requirement within four weeks from the date of receiving the confirmation over email / PO from NLDSL. The procurement will be made as per project requirement



and will be made over a period of maximum three years of signing of the contract.

## **7. TESTS**

### **Engineering and quality tests**

- 7.1. The Supplier shall conduct all the engineering tests specified to be done before the production of the RFID Tags and all quality tests specified to be performed before shipment of the consignment as laid down in the approved Tag evaluation and quality criteria document. The report of such tests shall be submitted within 7 (seven) days of completion of such tests.

### **Test reports to be submitted on delivery**

- 7.2. During the material delivery, the Supplier shall provide all related test reports and certificates, including factory test results based on the approved Tag evaluation and quality criteria document. The tags will not be accepted without the receipt of the mentioned documents.

### **On-Site inspections**

- 7.3. NLDSL and its authorized representatives, with prior notice, may enter Supplier's/OEM's plants and facilities at all reasonable times to conduct inspections and tests of the RFID Tags and work-in-process and to review quality control procedures. In the event that NLDSL determines in good faith, after such inspection, that Supplier's quality control procedures are insufficient to ensure consistent acceptable quality, NLDSL shall so advise the Supplier, specifying the deficiencies NLDSL believes exists. The Supplier shall take all steps to remove such deficiencies and submit to NLDSL a report of the corrections made within three (3) days of the advice from NLDSL as above. Supplier shall include in its agreement with OEM a like provision giving NLDSL and its authorized representatives the right to enter the plants and facilities of Supplier's OEM and conduct therein necessary tests as aforesaid. When requested by NLDSL, Supplier shall accompany NLDSL and its authorized representatives to plants and facilities of Supplier's OEM. All travel lodging and boarding costs for NLDSL and its authorized representatives will be borne by NLDSL and will not be incurred by the Supplier.

### **Technical process consultant**

- 7.4. The Supplier shall assign a technical process consultant on their own expense after the signing of the Contract till the end of the project/assignment to evaluate the performance of the supplied tags, in accordance with NLDSL and process the feedback and change requests initiated by NLDSL.

## **8. DELIVERY**

### **Generally**

- 8.1. The Supplier hereby acknowledges that time is of the essence with respect to the delivery of the RFID Tags hereunder. Delivery shall be strictly in accordance with the quantities, the dates and other requirements set forth in the applicable purchase order and in this Contract. Delivery of the materials along with the related documents, quality certificates, test reports as per Technical Specification, EPC information of the RFID Tags and other related documents are the responsibility of the Supplier. The Supplier shall ensure that all RFID Tags are supplied within the implementation schedule agreed with NLDSL. The Supplier shall submit all the

warranty papers/letters and relevant documentation related to the supplied products to NLDSL along with the supplied RFID tags. The partial deliveries of the RFID Tags are not authorized without NLDSL's prior written consent. Supplier shall certify in writing with each delivery that the RFID Tags comply with the requirements of the purchase order and of this Contract and provide a copy of such certificate to NLDSL at least 3 (three) days prior to the commencement of dispatch from its site.

**Acceptance**

- 8.2. The Supplier shall give to NLDSL an advance written notice of three (3) days prior to the delivery of RFID Tags at the concerned site. The acceptance of the delivered material will be considered based on the sample test as per the acceptance test cases defined by NLDSL to meet the specification. The test result should meet the specification criteria as defined in the Tender Documents and in this Contract. The acceptance of the delivered RFID Tags on the basis of the sample test as above would not prevent NLDSL in any way from seeking replacement of defective, damaged or non-conforming tags. The RFID Tags shall be deemed to be delivered in terms of the Contract only upon and with effect from the acceptance of such tags by NLDSL.

**Replacement of defective, non-conforming or damaged tags**

- 8.3. Despite the aforesaid acceptance of the RFID Tags, deliveries of the RFID Tags, which are either defective, damaged or fail to meet the requirements set forth in the applicable purchase order or hereunder, shall be rejected by NLDSL. All rejected or the faulty tags as mentioned in Schedule III shall in any event and circumstances be at the risk of the Supplier, immediately on receipt of such notice of rejection. If such tags are not removed by the Supplier within five (5) days of the notice of rejection or intimation of faulty tags, NLDSL may remove such tags and return the same to the Supplier at the risk and cost of the Supplier by such reasonable mode of transport as it may decide. NLDSL shall in addition, be entitled to recover from the Supplier, the handling and storage charges for the period during which the rejected/faulty tags are not removed in accordance with the provisions hereof. In case of the rejected RFID Tags, the Supplier shall have to make good the defective, damaged or non-confirming RFID Tags by replacing with the new RFID Tags so as to deliver them to NLDSL not later than 7 (seven) days from the day when the intimation of the rejected RFID Tags was given by NLDSL to the Supplier. Supplier shall be responsible for all costs and expenses associated with the replacement of the defective, damaged or non-conforming or faulty RFID Tags. The right of NLDSL to seek replacement of the defective, damaged or non-conforming or faulty RFID Tags is in addition to, and without prejudice to, any other rights of NLDSL including the right to seek damages as a result of the delay or loss caused due to the delivery of defective, damaged or non-conforming RFID Tags. Further, the Supplier acknowledges and agrees that replacement of the defective, damaged or non-conforming or faulty RFID Tags shall not relieve it from any liability, claim or damages which NLDSL may suffer/bear as a result of the defective, damaged or non-conforming or faulty RFID Tags and the Supplier hereby indemnifies NLDSL to the full extent against such liability, claim or damages. Any period of time granted to replace a defective, damaged or non-conforming or faulty tag shall not constitute any extension of the contractual delivery date for the defective, damaged, non-conforming or faulty tag.

**Service level for timeliness of delivery**

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- 8.4. The Supplier shall comply with the service level for the timeliness of the delivery and liquidated damages as specified in Schedule -III hereto.

**Delay notice**

- 8.5. Without prejudice to anything contained herein which imposes the liquidated damages on the Supplier for its failure to deliver the RFID Tags within the specified time, if the Supplier anticipates a delay it shall notify NLDSL in writing, no later than seven (7) days prior to the original delivery date, that it anticipates such a delay in on-time delivery. Further, the right of NLDSL to seek liquidate damages as above shall be in addition to any other remedies available to NLDSL at law or in equity.

**Service support**

- 8.6. The Supplier shall ensure services from hardware OEM of the highest service standards for the entire warranty period as defined in Schedule - III (Service Level). The service support excludes wear and tear and accidental damages during the entire warranty period.

**Other obligations**

- 8.7. 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 NLDSL in the Tender Documents or furnished by or on behalf of NLDSL 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 NLDSL 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.

**9. CHANGES**

**NLDSL directed changes**

- 9.1. NLDSL and its authorized representatives may, at any time by written change order, make changes, within the general scope of this Contract or of a purchase order in any one or more of the following: designs, specifications, adjustments in quantities, acceleration or deceleration of delivery schedules. Supplier shall use its best efforts to perform the purchase order as changed and as soon as reasonably possible, but not beyond seven (7) days from the receipt of the change order from NLDSL, provide to NLDSL with a detailed implementation plan including confirmation of the date of implementation of the change. If any change in design or specifications causes an increase or decrease in the cost of the RFID Tags to be supplied, an equitable adjustment may be made by NLDSL in the price of the RFID Tags, which shall be acceptable to the Supplier, and the applicable purchase order shall be modified in writing accordingly.

**Supplier's proposed changes**

- 9.2. Except as specifically directed or permitted by NLDSL's prior written instructions or approval, Supplier shall not make any changes in the RFID Tags, 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 RFID Tags or to reduce the cost thereof without compromising the efficiency, quality, functions and feature of RFID Tags in any way or to make any other change in the RFID Tags, Supplier shall inform NLDSL in writing of such proposal. NLDSL shall have the right to approve or reject such

proposed change and when NLDSL notifies its approval of the proposed change in writing, then only the Supplier shall proceed to implement such change.

**Change authorization**

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

**10. TITLE**

**Title**

- 10.1. Title of, and risk of loss/damage to, the RFID Tags supplied hereunder, whether for the first time or as replacement, shall at all times remain with the Supplier until the acceptance of the RFID Tags upon delivery of the same to NLDSL except for defective, damaged or non-conforming tags which are required to be replaced. The Supplier shall obtain applicable and adequate insurance against loss/damage to the RFID Tags till the title and risk in the same passes to NLDSL.

**Performance information**

- 10.2. Supplier shall provide, at NLDSL's request, any performance information in Supplier's possession or control which could aid NLDSL in evaluation of the RFID Tags' performance.

**11. PERFORMANCE SECURITY**

- 11.1. The Supplier has furnished a performance security equivalent to 3 (Three) percent of the total contract price from \_\_\_\_\_(Bank Name)\_\_\_\_\_ before signing of the Contract, in the form of a bank guarantee for a period of 3(Three) years, which shall be renewed/ extended for a further period till 181 (one hundred eighty-one) days after the "Completion of the assignment" i.e. completion of warranty period of all tags delivered till the expiry of the contract. The renewed bank guarantee shall be furnished 30 (thirty) days prior the expiry of the existing Bank Guarantee. This shall be done for a period of the warranty period of two years as mentioned in the Contract. On the "Completion of the assignment" and further receiving the notice from the supplier, NLDSL will return the Performance Security within a period of 180 (one hundred eighty) days from the date of receiving the notice, failure to this, NLDSL will be liable to pay a penalty @ 7% per annum of the Performance Security.
- 11.2. NLDSL 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 11.1.
- 11.3. The performance security will be retained by NLDSL throughout the "Completion of the assignment" and shall be released 180 (one hundred eighty) days after the "Completion of the assignment" 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. Further, in the event of prior termination of the Contract, the Performance Security shall be released only after recovering the amounts of the liquidated damages, or damages, if any and in such case the Supplier shall keep the Performance Security in force till the recovery of such damages.

- 11.4. The Supplier shall entertain and pay all claims received by it up to a period of 180 (one hundred eighty) days after the Completion of the assignment. The Supplier further agrees and undertakes to keep the Performance Security valid and enforceable till the 181 (one hundred eighty-one) days after the Completion of the assignment. 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. In case the performance security is encashed by NLDSL at any time hereunder on the non-performance of the obligations by the Supplier including breach of the service levels required to be maintained as per Schedule III to this Contract, the Supplier shall furnish a new Performance security so that NLDSL shall always have the performance security equivalent to 5 (Five) percent of the total contract price mentioned in Clause 4.1 above at all times till the 181 (one hundred eighty-one) days after the Completion of the assignment. Such performance security to recoup the encashed performance guarantee shall be furnished by the Supplier within 21 (twenty one) days of the notice for the recovery of the Liquidated damages (LD) issued by NLDSL.

## **12. REPRESENTATIONS AND WARRANTIES**

### **General representations and warranties**

- 12.1. 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 organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;
  - (b) The execution and delivery of this Contract and the performance of the transactions contemplated hereby have been duly authorized by all necessary corporate or other actions;
  - (c) assuming the due authorization, 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, reorganization, 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; and
  - (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

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- 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 RFID Tags**

- 12.2. The Supplier warrants that all the RFID Tags 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 tags in the conditions prevailing across the country.
- 12.3. The Supplier warrants that the RFID Tags delivered under the Contract shall be as per the Service Level Requirements as specified in Schedule III.
- 12.4. The RFID tags should have the warranty period of 2 year on tag material, sticking capability and readability from the date of delivery and 4 months once the tag placed on the container surface.
- 12.5. The Supplier represents and warrants to NLDSL that the RFID Tags when delivered shall (a) conform to the specifications in this Contract; (b) be fit for the purpose hereof, and (c) comply with all applicable governmental regulations in effect at the time of supply.

**Warranty from OEM**

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

**Not to prejudice other warranty**

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

**Tenure of the warranties**

- 12.8. The Supplier declares that the warranties contained in this Contract shall be in force till the end of the warranty period as mentioned in Clause 12.3 above without any cost to NLDSL. In case contract is terminated for whatever reason prior to the

expiry of the warranty period, the Supplier shall ensure that the agreement/arrangement entered into with the OEM for the replacement of faulty tags throughout the warranty as mentioned in clause 12.4 shall be assigned or novated in favour of NLDSL without any risk and cost to NLDSL.

- 12.9. All the clauses hereunder relating to the liquidated damages shall also be applicable during the warranty period in case of failure on part of the Supplier to fulfill any of the warranty (ies) hereunder.

### **13. SERVICE LEVELS**

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

### **14. TERM AND TERMINATION**

#### **Term**

- 14.1. The Parties agree that this Contract shall become effective and be of full force from the XX.XX.XXXX (Date. Month. Year) (\_\_\_ In Words\_\_\_) ("**Effective Date**") and shall remain in force for each of the RFID Tags for a period of 3 (Three) years from the date of acceptance of respective delivery by NLDSL, unless terminated earlier in accordance with the terms of this Contract.

#### **NLDSL's right to terminate**

- 14.2. In addition to the termination rights given elsewhere in this Contract, NLDSL may terminate this Contract for each of the following events ("**NLDSL Termination Events**"):
- (a) Supplier doesn't oblige to the service level as defined in Schedule III of this contract.
  - (b) Supplier commits a breach of its obligation, representation or warranty and such breach is not cured within 30 (Thirty) days of receipt of the notice in this regard from NLDSL to cure the same;
  - (c) 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, 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 such proceeding/action/appointment, as the case may be;
  - (d) Occurrence of any act or event, not attributable to any default by NLDSL, which adversely impacts the ability of NLDSL to perform its obligations hereunder;
  - (e) Issuance of an order of a Competent Authority having jurisdiction that requires any or all works relating to the LDB Project to be stopped or suspended, which is not revoked within thirty (30) days of such stop/suspension order;
  - (f) If the LDB Project is discontinued for any reason;

- (g) Vacation, termination, withdrawal or adverse change in any authorization required to be obtained and/or maintained by NLDSL;

**Termination**

- 14.3. Upon the occurrence of a NLDSL Termination Event, NLDSL may, at its sole discretion and without prejudice to any of its other remedies set forth in this Contract or otherwise available at law or in equity, upon notice to the Supplier terminate the Contract.

**Effect of Termination**

- 14.4. The termination of this Contract shall neither relieve any Party of any obligation or liability accrued prior to the date of termination nor it shall affect the right of NLDSL to recover from the Supplier the amount of liquidated damages or damages due on the date of such termination or which may become due later on.

**Adjustment of Money Due**

- 14.5. 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**

- 14.6. Unless otherwise agreed by the Parties, the rights and obligations of the Parties in respect of Clauses 1 (*Definitions and Interpretation*), 11 (*Performance Security*), 12 (*Representations and Warranties*), 14.4 (*Effect of termination*), 14.6 (*Survival*), 15 (*Liquidated Damages*), 16.1 (*Default & Risk Purchase*), 16.3 (*Indemnity*), 18 (*Confidentiality*), 20 (*Governing Law and Dispute Resolution*), and 21 (*Miscellaneous*) as are applicable or relevant thereto, shall continue to have effect notwithstanding the termination of this Contract.

**15. LIQUIDATED DAMAGES**

**Liquidated damages for other obligations**

- 15.1. In addition to the liquidated damages for failure to meet the service levels as specified in Schedule-III hereto, NLDSL shall be entitled to recover from the Supplier, as liquidated damages and not by way of penalty, a sum of amount which is equivalent to 0.1% of the contract price per day for every instance of failure by the Supplier to fulfil its other obligations or breach of the provisions of the Contract hereunder.

**Damages due to use of RFID Tags**

- 15.2. Further, if the use/integration of RFID Tags in the LDB Project causes any damage or loss of whatever nature to NLDSL at any time including due to malfunctioning or error in readings by tags or any loss/damage to the LDB system itself or any part thereof, the Supplier shall be liable to pay to NLDSL immediately on a claim raised by NLDSL the liquidated damages in respect of such loss or damage suffered by NLDSL.

**Recovery of liquidated damages**

- 15.3. The recovery of the liquidated damages as specified in Clause 15.1 to 15.2 above or elsewhere in the Contract shall be done from the Performance Security specified



in Clause 11 above and/or against the amount due, if any, to the Supplier hereunder at the sole discretion of NLDSL. Further, if both the Performance Security and the payment so due are insufficient to cover the liquidated damages as above, then the Supplier shall be bound to pay the remaining amount of the liquidated damages.

- 15.4. Despite issue of claim for liquidated damages at any time by NLDSL, the Supplier shall continue to perform its obligations hereunder.

**Right to recover liquidated damages not to prejudice other rights**

- 15.5. The right of NLDSL to recover the liquidated damages or the damages under this Clause 15 or under Schedule-III hereto or under any other provision of the Contract is without prejudice to any other rights of NLDSL including the right to terminate the Contract. The Parties agree and declare that the liquidated damages specified in the Contract are the mutually agreed genuine pre-estimated amount of the damages which the Parties acknowledge and agree that NLDSL may suffer as a result of the failure of the Supplier to fulfil its obligations envisaged under this Contract.

**16. DEFAULT AND RISK PURCHASE**

- 16.1. If the Supplier fails to meet the obligation pertaining to the "Service Level" NLDSL shall have, in addition to its right to recover the liquidated damages in terms of Schedule III, the right to declare this Agreement at an end at the risk and cost of the Supplier with respect to the RFID Tags which have not been delivered at that time and/or to purchase the same or similar RFID Tags from other sources (hereinafter referred to as "**Risk Purchase**"). In case NLDSL opts to exercise its right of the Risk Purchase, the Supplier will be liable to pay extra expenditures incurred in procuring the same or similar tags, i.e., the price difference between the contract price of the respective tags under this Contract and the contract price at which the Risk Purchase contract is concluded. In such a case the amount of liquidated damages payable by the Supplier shall be the sum of the amount as specified in Schedule III and above said price difference.
- 16.2. The termination of this Contract may be either for the whole or part thereof at the NLDSL's option for such tags(s) which have not yet been delivered. In the event of NLDSL terminating this Contract, it may procure upon such terms and in such manner as it deems appropriate supplies similar to those so terminated. However, the Supplier and NLDSL shall continue the performance of this Contract to the extent not terminated under the provision of this Clause.
- 16.3. The provision relating to the termination of this Contract and Risk Purchase under this Clause can be invoked only in the event of delivery of tags(s) being delayed by seven (7) days beyond the delivery date. In addition, the right of termination and Risk Purchase shall also be available in case the rejected RFID Tags in a delivery exceeds 5% (five percent) of the total quantity of such delivery and replacement with suitable tags is not done within the time as mentioned in Schedule III.

**17. INDEMNITY**

**Indemnification**

- 17.1. 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 any act, deed or omission by the Indemnifying Party and / or Persons claiming through or under the Indemnifying Party.

**Excluded Liability**

- 17.2. 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.

**Exclusive Remedy**

- 17.3. The remedies described in the Contract shall constitute Supplier’s sole remedies against NLDSL for any liability of NLDSL under or in any way connected with the Contract, in contract, law or in equity, howsoever arising.

**18. CONFIDENTIALITY**

Confidential Information

- 18.1. The Supplier shall keep all information, documents and other materials shared by or on behalf of NLDSL in relation to the matters contemplated by this Contract, including the terms and conditions of this Contract, the RFID Tags and the Intellectual Property comprised therein (“**Information**”) confidential and shall not without the prior written consent of NLDSL, 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 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;
- 18.2. In the event that the Supplier 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 the Supplier shall

provide NLDSL with prompt written notice of that fact so that NLDSL may seek (with the cooperation and reasonable efforts of the Supplier) a protective order, confidential treatment or other appropriate remedy. In such event, the Supplier 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 NLDSL. 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.

- 18.3. NLDSL does not guarantee the confidentiality of any information or data received from the Supplier as the LDB Project involves user interface.

## **19. INTELLECTUAL PROPERTY RIGHTS**

- 19.1. The Supplier shall indemnify NLDSL and/or other stakeholders of the LDB Project, from and against all claims and proceedings by third party (ies) on account of infringement (or alleged infringement) of any Intellectual Property Rights in respect of the design and supply of the RFID Tags and design of the applicator 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 NLDSL for any losses or damage accruing to NLDSL as a result of the use of any infringed material in the RFID Tags/applicator 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 tags 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.
- 19.2. The Supplier shall be promptly notified of any claim under this Clause made against NLDSL 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. NLDSL 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 NLDSL's notice, NLDSL shall be at full liberty to deduct any such amount of pending claim from any amount due to the Supplier under this Agreement, or from the Performance Security or any other contract.

## **20. GOVERNING LAW AND DISPUTE RESOLUTION**

### **Dispute**

- 20.1. 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 20.2 to 20.5 below, the courts in Delhi shall have exclusive jurisdiction to settle any Disputes which may arise in connection with this Contract.

### **Amicable Resolution**

**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

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

**Arbitration**

20.3. In the event the Parties fail to resolve the Dispute in accordance with Clause 20.2 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**").

20.4. 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 NLDSL 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.

20.5. 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**

20.6. 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.

**21. MISCELLANEOUS**

**Independent Contractor**

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

21.2. The Supplier shall not be deemed to be an agent or partner of NLDSL for any purposes pursuant to this Contract. Nothing contained herein shall be construed as constituting any relationship with NLDSL other than that of independent contractor, nor shall it be construed as creating any relationship whatsoever between NLDSL 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 NLDSL.

**Further Assurance**

21.3. 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**

- 21.4. 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 RFID Tags from the OEM whose credentials were evaluated by NLDSL during tender evaluation stage, the Supplier is not permitted to assign this Contract or any of its rights or obligations hereunder to any Person without the prior written permission of NLDSL. NLDSL may assign this Contract or any of its rights or obligations hereunder to any Person.

**Entire Contract**

- 21.5. This Contract constitutes the entire Contract between NLDSL and the Supplier concerning the subject matter hereof.
- 21.6. 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**

- 21.7. 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 21.7 itself.

**Waiver**

- 21.8. 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**

- 21.9. 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 NLDSL to:**

**Attention** : Chief Executive Officer  
**Address** -Unit No. A-1002, 10<sup>th</sup> Floor, Tower- A, Plot No-7, Advant Navis  
Business Park, Sector-142, Noida, Gautam Buddha Nagar, Uttar  
Pradesh- 201305  
**E mail** - [ceo@dldsl.in](mailto:ceo@dldsl.in)  
**Phone** : 0120 - 2459867

**In the case of notice to the Supplier:**

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Attention : Name of supplier representative  
Address : \_\_\_\_\_  
E mail : \_\_\_\_\_  
Phone : \_\_\_\_\_

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

**Severability**

21.11. 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**

21.12. 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 behalf of [NICDC  
Logistics Data Services  
Limited]**  
(Signature):

\_\_\_\_\_

(Name) :  
(Designation):

**For and behalf of supplier**  
(Signature):

\_\_\_\_\_

( Name ) :  
( Designation) :

**Witness**

Signature:

\_\_\_\_\_

Name :  
Designation:

**Witness**

Signature:

\_\_\_\_\_

Name :  
Designation:

**SCHEDULE - I**

**Scope of work of Supplier1/Supplier2/Supplier3/Supplier4**

1. Design the RFID tag in terms of form factor and specification through various engineering and proof of concept (POC) tests considering the technical and operational requirement of the LDB project. The tags are to be placed on the side wall surface of all the sea container.
2. Supply of the One-time use RFID tags (based on approval of NLDSL) at various port terminals in India.
3. The tentative BoQ of the RFID tags:

One Time Use RFID Tags	_____ Nos. (Approx.)
------------------------	----------------------

(In Words:\_\_\_\_\_.)

Quantities mentioned in the above are indicative. Supplier has agreed the price considering the possibility of variations of +/- 30% in the mentioned quantity and therefore it may be required to deliver the additional quantity of tags within the limit of the aforesaid variation. The procurement for the entire order quantity will be made over a period of maximum three years of signing of the contract.

**Schedule-II  
Specification**

**A) Specification**

<b>Physical Specifications</b>		<b>Weightage</b>
<b>Specification</b>	<b>Details</b>	
Encasement	One time use UHF RFID Tag with magnet and adhesive	Mandatory
Maximum Size Limit (LxWxH) (mm)	120 x 50 x 15. The smaller form factor will get preference.	Mandatory
Weight (gms)	Maximum 100 gms. The lighter the tag it will be given preference.	Mandatory
<b>Environmental Specifications</b>		
Storage Temperature	-40degC to +85degC	Mandatory
Operating Temperature	-40degC to +80degC	Mandatory
Survivability	-40degC to +80degC	Mandatory
IP rating	IP68	Mandatory
Shock and Vibration	MIL STD 810-G	Mandatory
Impact	2kg from 1m	
Attachment type	<b>Integrated magnet(s) of the tag should have 2 kg or greater pull force</b> considering the attachment on the sea container surface. The tag will be a one- time use application product however its attachment using both magnet and adhesive should have pull force of 10 Kg while attached on metal surface with 30 minutes curing period and 30 Kg pull force while attached on metal surface with 24 hrs. curing period.	Mandatory
Attachment durability	No delamination even after 120 days attached to side of sea container.	
Attach tool (tag applicator)	For placement of tag on sea container several meters above ground level.	
Certifications	CE, BIS or any equivalent certification ROHS approved	
<b>RF Specifications</b>		
Protocol	EPC Class 1 Gen 2	Mandatory
Frequency Range (MHz )	As per the norms in India	Mandatory
Read Range using Fixed reader (on metal surface )	9 meters India Frequency (face on) 5 meters at +/- 60° (face on)	Mandatory
Read Range (handheld Reader )	Up to 3 meters India Frequency	Mandatory



**RFQ cum RFP for supply of RFID Tags for Logistics Data Bank (LDB) project in India**

Material Compatibility	Should be Optimized for “On metal” use	Mandatory
RFID IC Memory Capacity	EPC-96 bits TID - 48 bits (Unique) (Writing capability of all memories should be locked during manufacturing)	Mandatory
EPC Memory	The globally unique EPC code will be provided by NLDSL to the supplier for storing the same in the EPC memory during manufacturing of the tags.	Mandatory
Customization	Ease of tagging on the upper side of the container wall using an applicator, while the container is loaded on truck or rail wagon. Approximate height of the attaching location is between 4 meters to 6 meters.	
Project Logo	The Project Name/Logo/ any other information that will be provided by NLDSL needs to be printed/ embossed on the upper surface of the tags. A serial number (Approved by NLDSL) needs to be printed on all tags and the serial number to EPC code mapping needs to be provided while delivering the tags. “Do Not Remove” printing in multiple languages will be required on the surface of the proposed tag. The design sample will be provided by NLDSL.	Mandatory

**Schedule-III  
Service Level**

**1. Availability**

*a) Definition*

Availability means, during the warranty period, the tag should be in working condition in terms of dimensional and RF capabilities and there should not be any distortion to the tag's specification. If the tag fails to meet this criteria, it will be termed as "faulty tag"

*b) Target*

100% for all RFID tags

*c) Liquidated Damages*

i. If any tag fails during the sample test (One tag will be picked randomly from ten thousand tags) by NLDSL at the time of delivery, the whole delivery needs to be replaced within 15 calendar days and 5% of the PO value of the delivery will be charged as Liquidated Damages or part thereof subject to a maximum of 10% of the total contract value.

ii. Once the delivery is accepted by NLDSL, the tags which are found as faulty during operations shall be intimated to the supplier and same needs to be replaced with new ones with same specifications within 7 calendar days of notification by NLDSL. If the supplier fails to meet this service level for every faulty tag, five times the price of the tag (excluding the tax component) will be charged as Liquidated Damages to the supplier.

All Liquidated Damages will be recovered from the performance security furnished by supplier to NLDSL during the signing of the contract.

**2. 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 NLDSL 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 or part thereof subject to a maximum of 10% of the total contract value.

If the supplier fails to meet the service level in consecutive deliveries or more than two times during the contract period, NLDSL shall have the right to terminate the contract and forfeit the supplier's performance Security.