



NLDS

NICDC LOGISTICS DATA SERVICES LTD

Logistics Redefined

NICDC LOGISTICS DATA SERVICES LTD.

Request for Qualification cum Proposal

For

**“Supply of RFID readers for Logistics Data Bank (LDB) Project
in India”**

TENDER No: [GEM/2022/B/2765610](#)

Date: 24th November'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 Readers for Logistics Data Bank
(LDB) Project in India**

(TENDER No: [GEM/2022/B/2765610](#))

NLDSL invites “Request for Qualification cum Request for Proposal” from interested bidders for supply of RFID Readers for LDB project. The details are uploaded on the website: www.gem.gov.in, www.nldsl.in and 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 30th December’2022, 06:00PM.

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

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 supplier. 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 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

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3.1 Background

The Government of India is developing various Industrial Corridors 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 various Industrial Corridor 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 tracing the movement of containers across the ports to the ICDs, CFSs, ICPs, toll plazas, empty & maintenance container yard 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 has 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 in India covering approximately 160 Container Freight Stations (CFS)/Inland Container Depots (ICD) and around 58 Toll plazas and 4 Integrated Check Posts (ICP), 9 industrial zones 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 better visibility of container movement. NLDSL has successfully tracked more than 42 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) and mobile application named 'NLDSL-LDB'.

3.2 Objective

NLDSL is looking for suitable and reliable suppliers who can supply “RFID Fixed and Handheld readers with one-year comprehensive warranty and 2 years post-warranty comprehensive AMC” for the LDB project at various locations 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 Readers for LDB Project in India”

1.	Tender No.	GEM/2022/B/2765610
2.	Bid Processing fee	Nil
3.	Bid Security Fee (EMD)	21,00,000 (INR Twenty-One Lakh)
4.	Date of RFQ cum RFP available to parties to download at www.gem.gov.in , www.nldsl.in and www.nicdc.in	24 th November'2022
5.	Last date for receiving queries/requests for clarifications.	30 th November'2022, 3:00PM
6.	Date and venue for pre-bid meeting	02 nd December'2022, 3:00PM Venue: NICDC Ltd. Jeevan Bharti, 8th Floor, Tower 1, LIC, Connaught Place, New Delhi, Delhi 110001
7.	Date of Pre-bid query response publish on www.gem.gov.in , www.nldsl.in and www.nicdc.in	08 th December'2022
8.	Last date for receipt of proposals and related fees by NLDSL i.e. PDD (Proposal Due Date)	30 th December'2022 Till 06:00 PM <i>(Any proposal received after this timeline will automatically be disqualified)</i>
9.	Proof of Concept (POC), Presentation and declaration of technical score (Technical qualification)	Will be notified by NLDSL to applicants.
11.	Date & Time of opening of financial proposal.	Will be notified by NLDSL to technically qualified applicants.

12.	Work Completion period	<p>1st Phase Of delivery: 30% (510 RFID Readers and 30 RFID Handheld readers) of the total contract quantity as mentioned in RFQ cum RFP.</p> <p>Delivery timeline for 1st Phase: 4 weeks from the date of issuance of LOA.</p> <p>Delivery timelines for subsequent phases: 4 weeks from the date of issuance of PO/confirmation over email by NLDSL.</p> <p>Procurement for the entire order quantity will be made over a period of maximum 3 years of signing of contract.</p>
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 i.e. 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 Reader. The term "Bidder" or "applicant" refers to a single entity. The group of entities coming together in form of consortium to participate in this bidding will be disqualified. The Proposal will form the basis for contract signing with the selected supplier.
- 5.1.2 Website for accessing RFP is: www.gem.gov.in, www.nldsl.in and www.nicdc.in. The bidding timelines are mentioned in the schedule section.
- 5.1.3 Techno-commercial bid will be opened on specified date and time as given in this 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 NLDL.

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 21,00,000.00 (INR Twenty One Lakh) 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 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.

The 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 acceptance of LOA by selected Applicant or in case the selection process is cancelled by the NLDSL whichever is earlier. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFQ cum RFP and contract.

The NLDSL will be entitled to forfeit and appropriate bid security as mutually agreed loss and damage 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 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 three (03) working days without any extra charge.

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. The technically qualified bid with lowest financial proposal shall be declared as L1.

- 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 P45021/112/2020-PP (BE-II)(E-43780) and the same is applicable for this tender. The Application format for the registration in this regard is available on DPIIT website (Under Public Procurement Head).

- 5.4.3 No Applicant shall submit more than one Applications.

- 5.4.4 The OEM of the proposed equipment can either participate directly as an applicant or can participate through a single authorized supplier in this tender.

In case, the applicant is an authorized supplier of the OEM, it should submit the Original Manufacturer's Authorization form (MAF) from the OEM of the proposed equipment.

In case more than one supplier is authorized by the OEM against this specific tender, all the bids w.r.t. the proposed equipment manufactured by that OEM, shall be rejected summarily.

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 tender. The NLDSL reserves the right to not entertain any queries post that date. The Applicants are requested to submit a PDF File of the queries. Any request for clarification must be sent by standard electronic means (PDF and word file) to the 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

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 as per the time line mentioned in the 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 document by an amendment. All amendments/ corrigenda will be posted on the Website mentioned in the RFQ cum RFP. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the proposal submission date.

5.5.5 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 chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

5.5.6 The applicant's confirmation on participating the pre-bid meeting shall be sent to 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 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 (PO) for the projects listed under the experience section: The certifications and/or PO must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects. The self-certification of the applicant is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be.

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 Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative as detailed below:

- a. by the proprietor in case of a proprietary firm;
- b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a body corporate;

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 the Goods and Services Tax (GST) and all other taxes and duties, permit fees, transportation fees, comprehensive AMC etc. 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. The Financial proposal needs to be submitted in as per the format mentioned in the Form F2.
- 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 including but not limited to delivery, warranty and Comprehensive AMC of the materials etc. levies and other impositions applicable under the prevailing law on the supplier.

5.7.11 The proposal should be submitted as per the provision provided on GeM platform.

5.7.12 Applicants shall express the price (including break down of their costs) 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. 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 the Minimum Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

5.8.3 Proposal Submissions:

Particulars	Contents	Forms	Supporting Documents
RFQ cum RFP proposal	- Bid Security - Technical specification document of proposed reader and antenna	Q1, Q2, Q3, Q4, Q5, Q6 T1, Technical proposal, specification conformance	Company Incorporation certificate, partnership deed or any other applicable document, registered under any act, proof of registered office in India, GST registration certificate, Audited balance sheets for last FYs, Purchase orders as proof of project and RFID Reader supply experience, Manufacturers Authorization Form, Support agreement with OEM, Copy of OEM's ISO 9001:2000 certificate, Proof of "power of authority" of the authorized signatory. Any supporting document which can add weightage to the technical score.
Financial Proposal	Financial Proposal	F1, F2	To be submitted as per the provision on GeM portal.

5.8.4 Submission address for submission of original documents of bid security:

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

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

- 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. it does not contain any condition or qualification; and,
- v. it is not non-responsive in terms hereof

b. Financial Proposal:

- i. The Financial Proposal shall be received as per the provision provided on GeM platform.
- 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 Qualification Criteria, the Technical Proposal of such an Applicant will 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:

S. No.	Minimum qualification requirement	Supporting documents to be attached
1	An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 and should have a registered office in India in existence for last three (3) year as on PDD.	Documentary proof (copy of certificate of incorporation, partnership deed or any other applicable document, registered under any act and proof of registered office) shall be submitted as part of the Bid documents.
2	Applicant shall have an average annual turnover of at least INR 50 million or equivalent in US Dollars for last two financial years (2019-20 and 2020-21).	Applicant shall submit duly filled Form Q3.
3	The applicant as prime supplier should have supplied to minimum of 2 different clients in last 3 years from the infrastructure and/or Transportation sector.	Copy of purchase orders from 2 different customers should be submitted as supporting document.
4	The applicant should have supplied at least 50 RFID readers for outdoor usage as part of its installed base, in the last 3 years.	Copy of purchase orders totaling at least 50 RFID readers for outdoor usage should be submitted as supporting document.
5	The applicant should have the original Manufacturers Authorization From (MAF) provided by the original equipment manufacturer (OEM) of the proposed readers, antennas and related accessories to submit the technical and financial proposals related to their products as a response to this RFP.	Applicant must submit the MAF as per the format provided in this RFP. If the applicant is the OEM of the proposed readers, antennas and related accessories, a self-declaration clearing mentioning all the requirements as mentioned in the MAF format can suffice the purpose.

6	The applicant should have a back-end support agreement/arrangement for services and supports including supply of spares parts etc. with the Original Equipment Manufacturers (OEMs). The OEM should have their own service/support/authorized center across India at least for the last 5 years.	Applicant must submit the Agreement letter between the OEM and supplier (Applicant) for support and services of the supplied readers agreed between the two parties. The letter should clearly state the service levels to be provided by the OEM for this assignment, The subject line should clearly refer to the tender number of this RFQ Cum RFP. If the Applicant is the OEM of the proposed readers, Antennas and related accessories, a self-declaration clearing mentioning all the requirements can suffice the purpose. The agreement should clearly define about OEM's service centers and their duration of functioning.
7	The Original Equipment Manufacturer of the readers (OEM) proposed by the supplier should be ISO 9001:2000 Process Certified for manufacturing. Relevant Certifications including ISO 9001:2000 of Contract Manufacturers may be considered along with proof of such contract manufacturing outsource by the OEM. OEM must ensure the required supply should be done by the selected contract manufacturer only	The applicant must submit the copy of certification.
8	The supplier should not be under a declaration of ineligibility for corrupt and Fraudulent practices issued by Indian Govt. or legal authorities.	The applicant must submit the undertaking sufficing this requirement.
9	The Supplier must have a valid Goods and Services Tax (GST) registration in India	The applicant must submit the copy of GST registration.

5.10.2 Field Trial of the RFID Readers

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 readers shall be communicated to the respective applicants through Emails / phone.

Applicants whose submitted documents are responsive and meet the below requirement will be qualified in Minimum qualification stage. NLDSL Technical Team shall setup the

proposed RFID readers and antenna at the designated place. RFID Tags shall be placed at the container surface and reading range in meter shall be recorded during the field trial.

Specification	Requirement
Readability of the RFID tags using Fixed reader (on metal surface)	9 meters India Frequency (face on) 5 meters at +/- 60° (face on)
Readability of the RFID tags using handheld Reader	3 meters

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

5.10.4 Technical Evaluation Criteria:

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.

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

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

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

5.10.5 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.

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

Applicant's Experience on similar assignments

Applicant's Equipment supply Capabilities

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

Support services of the proposed hardware OEM in India Existing deployment of the proposed hardware in India

Any achievement or success story of the applicant in similar assignment

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

5.10.7 The applicants who score more than or equal to 80 (Eighty) points in technical round and successful completion of POC round of the tender (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.

5.10.8 The Financial Proposal will be opened in the presence of qualified Applicants' representative who choose to attend.
Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

5.10.9 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost and should be stated in INR only.

5.10.10 The "Technically qualified" Applicant with lowest pricing shall be declared as supplier 1 (i.e. L1). A panel will be constituted of L1 and two other "Technically qualified" Applicants with lowest pricing, subject to, the two 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 three 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.

5.10.11 The L1 bidder shall automatically be part of the panel and the Panel can also be formed of less than three 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 entire order shall be awarded to L1. Bill of Quantity (BoQ) of the RFID readers shall be awarded as per the conditions mentioned in the **Table A**.

5.10.12 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 2nd lowest bid pricing who agrees to match the price of supplier 1)

Supplier 3 ("Successful Applicant" with 3rd lowest bid pricing who agrees to match the price of supplier 1)

5.10.13 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 Readers quantity (Percentage of BoQ)		
		Supplier1	Supplier2	Supplier3
A	If panel is formed with THREE “Successful Applicants”.	50%	30%	20%
B	If panel is formed with TWO “Successful Applicants”.	60%	40%	N/A

5.10.14 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 to submit the original letter physically, the scanned copy of the letter should be sent electronically to email ID “tenders@dldsl.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 from the panel.

5.11 Award of contract

5.11.1 After selection, a Letter of Award (the “LOA”) will be issued by NLDSL to the Successful Applicant and the Successful Applicant shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the NLDSL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by NLDSL on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

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. For the successful bidder the Performance Security will be retained by NLDSL until the “Completion of the assignment” i.e. completion of the AMC period of the Goods delivered till the expiry of the contract. On the “Completion of the assignment” and further receiving the notice from the supplier, NLDSL will return the Performance Security within a period of 180 (one hundred eighty) days from the date of receiving the notice without

interest to the extent the same has not been utilized in recovering the amounts of the liquidated damages and penalty or damages, as the case may be.

5.11.2 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Contract as attached with this RFQ cum RFP document within 15 (fifteen) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Contract.

5.11.3 Commencement of Assignment: The Successful Applicant is expected to commence the Assignment on the date of commencement of services as prescribed in the schedule of Contract. If the Successful Applicant fails to either sign the Contract or commence the assignment as specified herein, NLDSL may invite the second ranked Applicant for contract signing. In such an event, the Bid Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by NLDSL.

5.12 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.

5.13 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 consideration and evaluation of such Applicant's Proposal.

5.14 Pre-Bid meeting

5.14.1 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.

5.14.2 The applicants who are interested in attaining the pre-bid meeting should confirm NLDSL about the participation one day prior the schedule. The confirmation can be sent to tenders@dldsl.in

5.14.3 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.

5.15 Payment Term

5.15.1 The supplier shall submit the invoice against the supply of devices after successful acceptance of delivery of the devices at site. The invoice should be accompanied all supporting documents as mentioned in Detailed scope of work in this RFQ cum RFP. After receipt and verification of the documents, NLDSL shall release the payment within 80 days of successful acceptance of the invoice. However, for Micro and small Enterprises (MSEs) payment shall be made as per applicable MSME guidelines.

The device shall have the deemed warranty period of 1 year starting from the date of installation. However, if installation is not completed within 6 months from the date of delivery, the warranty period shall deemed to start from the start of 7th month onwards. The AMC period shall start automatically after the completion of the warranty period. The charges for the AMC of the installed devices shall be paid in every three months in 8 (eight) equal parts of the total finalized AMC amount. The supplier shall submit the invoice for the AMC after completion of the “3-month Period”. The payment of AMC of devices shall be paid after 80 days of successful acceptance of the invoice.

For example, if any device installed at site on 1st Dec’21, the AMC for the device shall start on 1st Dec’22. The AMC shall be applicable till 30th Nov’24. The supplier shall invoice for supply of the devices on or after the actual date of installation of the devices and invoice for the AMC charges on or after 1st March 2022, 1st June’2022, 1st September’2022, 1st December’2022 and so on till the end of AMC period.

5.16 Miscellaneous

5.16.1 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:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information;
- iii. retain any information and/or evidence submitted to NLDSL by, on behalf of and/or in relation to any Applicant; and/or
- iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.16.2 NLDSL reserves the right to make inquiries with any of the Clients listed by the Applicants in their previous experience record. If it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process, 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.

5.16.3 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 the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of 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 issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of 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 6: Scope of work

6.1 Detailed scope of work:

- 6.1.1 Supply of the RFID fixed readers with specified antenna, Handheld Readers and related accessories at various locations in India as per requirement.
- 6.1.2 Goods should be delivered as per the schedule mentioned in section 4 (Schedule of the tender- work completion period).
- 6.1.3 The procurement of the complete Bill of Material will be done in phase manner as per the site readiness and requirement.
- 6.1.4 The site locations for the Goods delivery are the toll plazas, CFS/ICDs and Port terminals, empty & maintenance container yard, SEZs, Industrial hubs & CONCOR in India. However, the exact site address details will be provided by NLDSL while releasing the purchase order/ confirmation over email for the site.
- 6.1.5 The acceptance of the delivered material will be considered based on the functioning of the material on first time installation by NLDSL or its vendor. If the device is not being able to be installed prior the payment due date, DLDSL shall perform the "Power-On" test of the devices and perform the functionality test within 15days of payment due date. Based on the outcome of the "Power On" test, DLDSL shall provide the acceptance of the delivered material.
- 6.1.6 Delivery of the materials along with the related documents as per Technical Specification are the responsibility of the supplier.
- 6.1.7 The supplier shall ensure that all Products/equipment is supplied within the Implementation schedule informed by NLDSL.
- 6.1.8 The supplier shall submit all the Software Kits (CDs), License Papers (if any), Warranty Papers, APIs and any other relevant documentation related to the supplied products to the NLDSL along with the supplied products/equipment. Supplier should provide patches, security updates, hotfixes, etc. from the principal manufacturer at no additional cost to NLDSL. It is the responsibility of the supplier to ensure that the principal manufacturer is proving all necessary support for integration of the equipment with NLDSL's any existing or new application.
- 6.1.9 The Supplier shall provide a Manufacturer's Authorization of the system software and hardware supplied.
- 6.1.10 The Supplier shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied equipment in the conditions prevailing across the country.
- 6.1.11 The Supplier shall warrant that the materials delivered under the contract shall be as per the Service Level Requirements (refer Service Level segment). All the penalty clauses shall be applicable during the agreement Period in case of failure on part of

the supplier.

6.1.12 During the warranty/AMC period, the supplier should ensure services from Hardware OEM / OEM certified service providers of the highest service standards. For readers, the service support should also include wear and tear and accidental damages. The Supplier should ensure that experienced, certified and qualified service engineers are present on 24 X 7 basis during the AMC Period.

6.1.13 The Supplier shall supply the following sets of documents. All documents shall be in English language.

- Installation manual
- Overall equipment specification and description of hardware, software, explaining facilities, functions and principles
- Equipment installation drawings
- Installation instructions and testing procedures
- Equipment troubleshooting instructions including Fault Dictionary
- Operations Manual
- Acceptance test cases
- Incident escalation matrix

6.1.14 A set of Factory Test results of the equipment together with information on the method of the testing shall be supplied.

6.1.15 The supplier shall ensure that there is no end of support from the OEM for the materials supplied to NLDSL till the end of AMC period.

6.1.16 The tentative quantities of RFID Fixed Readers are as mentioned below:

Sr. No	Line Item	Quantity
A	RFID FIXED READER with two antennas	790
B	RFID FIXED READER with one antenna	910
C	RFID HANDHELD READER	100

Quantities mentioned in the above are indicative. Supplier has quoted the rates and total price considering the possibility of variations of +/-15% in the above-mentioned quantities. The procurement will not be done in a single instance. Based on the clarity of site layout and status of civil infrastructure, a phase-wise shipment plan of material will be finalized.

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

6.2 Specifications

6.2.1. Fixed reader

Accessories	Reader, Power adaptor with Indian standard power plug, and other installation accessories.
Ports	[Must to have] Should support 4 or more ports per reader
Antenna Mode	Monostatic or Bistatic
Processor	600 MHz or better
Memory	[Must to have] Flash 128 MB; DRAM 128 MB or better
Environment	Non-AC, Dusty environments such as toll plazas, CFS/ICDs, empty container yards etc.
Application	Dense tag environments
Housing	Aluminum [Must to have] IP53 or better
Dimensions	Small Installation Footprint
Connectivity	[Must to have] 10/100 BaseT Ethernet
Operating Temp	-4° to +131° F -20° to +55° C
Firmware and Management protocol supported	Remote firmware management capability using web browser and web tools or RM 1.0.1 (with XML over HTTP/HTTPS and SNMP binding)
Host Interface Protocol	[Must to have] LLRP + RM (The reader must retain transactional data even after power-off/restart of the device)
API Support	[Must to have] .NET and C
Max Receive Sensitivity ISO standard	100 dbi or more bi-static, 80 dbi or more monostatic ISO 180006C (EPC Class 1 Gen 2) ISO 180006B
Power Output	+10dBm to +33dBm
Specific Absorption Ratings	complies to FCC 47CFR2:OET Bulletin 65; EN 50364
Humidity	5% to 95% non-condensing
Safety and health	IEC 60950-1, UL 2043
service center	OEM should have in country service center
Toll free/ support office number	OEM should have toll free /support office number easily accessible to partners and customer for online support
Reading accuracy on Continuous power "ON"	[Must to have] The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Regulatory compliances	Safety: Safety UL 60950-01, UL 2043, IEC 60950-1, EN 60950-1 Other: ROHS, WEEE

6.2.2. Antenna

Accessories	Antenna (Outdoor), mounting bracket and other installation accessories. (RF cable excluded)
Connectors	2xType N female for bistatic or 1x Type N female for monostatic or Connectors on the antenna should be based on the standard of the connectors available in the proposed reader. The antenna and

	reader should be able to connect properly with the cable provided with the reader.
Connector Position	Back
Mounting Bracket	Integrated mounting holes
Weight	2kg or less
Casing	UV Stable ASA
Frequency and Gain	As permitted by regulatory in India
3db Beam Width	70° in both phases
Max Power	10 W
Axial Ratio	1dB typical
Operating Temperatures	-22 °F to +158 °F (-30 °C to +70 °C)
Sealing	[Must to have] IP-67 or better
Environmental	[Must to have] RoHS/WEEE compliant
Vibration	IEC-68-2-6 (10 to 150 Hz, 05 g, 1 hour in each of two axes) (Random Vibration)
Humidity	MIL-Std 810G, METHOD 507.5, Procedure II - Aggravated

6.2.3 RFID Handheld reader

Accessories	Handheld reader, battery and charger with Indian standard power plug
Processor	1 Ghz or better
Memory	512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better
Interface	USB 2.0 Host USB 2.0 Client
Wireless	WWAN - 4G/HSPA/GPRS/3.5G, WLAN 802.11 a/b/g/n ready
Communication	USB 2.0, Bluetooth Class II, v2.1 (EDR)
Power	Min. 3600 mAh Li-Ion rechargeable battery for minimum 8-10 hrs of use in the field
Camera	Integrated Camera with Flash
Display and Keypad	3.5 in. or more color VGA display
	Qwerty Keypad Physical and Virtual readable in sunlight
Indications	Indication on device for Charging, low battery, connectivity etc.
Dimensions and Weight	less than 1 kg (excluding accessories)
Ruggedness	IP 67 or better with Multiple 6 ft. per MIL-STD 810G across the operating temperature range.
Install base	suggested model should have 50000+ units installed globally by OEM
RFID band	As permitted by Govt. regulatory in India
Antenna Type	Omni directional integrated
RFID Standards supported	EPC Class 1 Generation 2 supported
Reading distance	contact to 3 meters or more
EMI/EMC	ICES 003 Class B; EN 301 489-1; EN 301 489-3; EN 55022; EN55024
Environmental	RoHS/WEEE compliant

Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Service support	Support including wear and tear and accidental damages to be provided by supplier.
Service center	OEM should have in country service center with proven track record of operating service center for last 5 years
Battery Chargers/ Cradles:	4-slot battery charger;

6.3 Service Levels

6.3.1 Equipment specification:

The device should function as per the specification defined in the RFQ Cum RFP.

6.3.2 Service Support:

Online access to operating system software	OS updates and upgrades
Support help desk for hardware and API/SDK	24x7 support

6.3.3 Supply, related SLA & Liquidated Damages:

The timeliness is defined by the base date of site-wise delivery of the hardware in PAN India Locations. However, the exact site address details will be provided by NLDSL while releasing the Purchase order / Confirmation over email.

a. SLA and Liquidated damages for Supply:

Requirement	SLA	Liquidated Damages
Supply of RFID Readers and related accessories at the pre-defined locations.	<p>1st Phase Of delivery: 30% (510 RFID Fixed Readers and 30 RFID HANDHELD Readers) of the total contract quantity as mentioned in RFQ cum RFP.</p> <p>Delivery timeline for 1st Phase: 4 weeks from the date of issuance of LOA.</p> <p>Delivery timelines for subsequent phases: 4 weeks from the date of issuance of PO/confirmation over email by NLDSL.</p> <p>Procurement for the entire order quantity will be made over a period of maximum 3 years of signing of contract.</p>	<p>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.</p> <p>The recovery will be done at the rate of 0.5% of the total contract value for per week of delay or part thereof subject to a maximum of 10% of the total contract value.</p> <p>NLDSL at its own discretion may terminate the contract if supplier fails to deliver within 12 weeks from the date of issuance of LOA/PO/email confirmation.</p>

b. SLA and Liquidated Damages for Comprehensive Warranty

Requirement	SLA	Liquidated Damages
<p>The Device should have designed to be powered on throughout its life. The Device should not hang or restart automatically due to whatsoever reason.</p> <p>The device should function as per the specification defined in the RFQ Cum RFP.</p>	<p>The Faulty Device should be repaired or replaced in 48Hrs of logging the complaint i.e., Call to Repair (CTR).</p>	<p>For every incident of breaching of service support, LD will be deducted as follows:</p> <p>Total downtime beyond 48hrs</p> <p>i.) >48 and <54 hrs (CTR) LD per hour will be Rs. 3,000.00</p> <p>ii.) =>54 hrs (CTR) LD per hours will be Rs. 6,000.00</p> <p>The amount of such LD would be limited to maximum of 10% of the total contract value.</p>

6.3.4 Post-Warranty Comprehensive AMC

After completion of the device comprehensive warranty, AMC shall automatically start for the device.

Note: To precise, the terms “comprehensive warranty” and “comprehensive AMC” covers the complete product supplied including the accessories without any additional conditions which is not mentioned in this RFQ cum RFP. Liquidated damages and penalties shall be applicable

Requirement	SLA	Penalty
<p>The Device should have designed to be powered on throughout its life. The Device should not hang or restart automatically due to whatsoever reason.</p> <p>The device should function as per the specification defined in the RFQ Cum RFP.</p>	<p>The Faulty Device should be repaired or replaced in 48Hrs of logging the complaint i.e., Call to Repair (CTR)</p>	<p>For every incident of breaching of service support, Penalty will be deducted as follows:</p> <p>Total downtime beyond 48hrs</p> <p>i.) >48 and <54 hrs (CTR) Penalty per hour will be Rs. 3,000.00</p> <p>ii.) =>54 hrs (CTR) Penalty per hours will be Rs. 6,000.00</p> <p>The total amount of such Penalty per month would be limited to maximum 10% of the entire LDB system's Cumulative AMC. This is in addition over LD.</p>

Section 7: Standard Forms for proposal submission

Section 7: Standard Forms for proposal submission

Form Q1: Proposal Submission Form

[Location, Date]

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

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 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.

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 of the material for the Project is not awarded to us or our proposal is not opened or rejected.

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

15. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFQ cum RFP.

16. In the event of our being selected as the supplier, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

17. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by NLDSL or in respect of any matter arising out of or concerning or relating to the selection process including the award of supply.

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

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

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

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

RFID Fixed reader:

RFID Antenna for fixed reader:

RFID Handheld Reader:

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

Form Q2: eligible projects

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

-USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE OR PURCHASE ORDER AS

REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED.

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

-EXHIBIT PROJECTS IN THE LAST THREE YEARS.

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

Form Q3: Annual Turnover

S. No.	Financial Years	Average Annual turnover of the applicant (INR or USD)
1	2020-2021	
2	2021-2022	
	Average for two years	[indicate sum of above divided by 2]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

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

Form Q4: RFID Readers Supply Experience

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

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

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

-EXHIBIT PROJECTS IN THE LAST THREE YEARS.

S.No.	Client's Name	Last Delivery Date	Reader Make/Model	Quantity
Total				

Name of Authorized Signatory

Designation

Name of firm

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 readers** and having production facilities at **[Address]** do hereby authorize **[Supplier's name]** located at **[Address]** (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

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

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

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

The specification of the proposed Reader and Antenna is enclosed.

Name :

In the capacity of :

We hereby undertake that the present MAF has been issued in conformity with clause 5.4.4 of this tender and that no company or firm or individual other than **[Supplier's name]** is authorized to supply the above-listed products against this specific tender.

We also hereby undertake that in case more than one supplier has been authorized by us against this specific tender, all the bids w.r.t. the supply of the above-listed products manufactured by us, shall stand rejected.

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, 1956, having its registered office Unit No. A-1002, 10th 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 company**], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Supplier for [name of assignment] (hereinafter referred to as the “supplier”) pursuant to the RFQ cum RFP Document dated [date] issued in respect of the supply and other related documents including without limitation the draft contract for the services (hereinafter collectively referred to as “RFQ cum RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 21,00,000.00 (Rupees Twenty-One Lakh) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure

of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 21,00,000.00 (Rupees Twenty-One Lakh).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ cum RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ cum RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ cum RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

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

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

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

Signed and Delivered by [name of bank]

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

(Signature of the Authorised Signatory) (Official Seal)

Notes:

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

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

Form T1: Technical Proposal Submission

[Location, Date]

To,

CEO,

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.

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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ / Authorised Signatory.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMICDC in connection with the selection of supplier or in connection with the selection process itself in respect of the above mentioned Project.

13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

14. In the event of our being selected as the supplier, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

15. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by 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 the technical evaluation criteria and the list of supporting documents submitted.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant)

Form F1: Financial Proposal Submission Form

[Location]

[Date]

To,

CEO,

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 readers and accessories in accordance with your Request for Qualification cum Request for Proposal dated [date] and our Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic corrections, if any, up to expiration of the validity period of the Proposal, i.e. [date]. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

The pricing provided in the financial proposal covers all cost components that includes Goods and Services Tax (GST) and all other taxes, duties and permits fees, transportation fees, Comprehensive AMC etc.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form F2: Summary of Costs

FOR RFID FIXED READER with one antenna

	Line Item	(i) Quantity (A)	(ii) Unit Price with one-year comprehensive warranty (INR) (B)	2Year Post-warranty AMC Percentage (C) (%)	Unit price for 2 years post-warranty Comprehensive AMC (INR) (D) [D=(B*C)/100]	Total unit price with one-year comprehensive warranty and for 2 years post-warranty Comprehensive AMC (INR) (E) [E=(B+D)]
I	RFID FIXED READER with One antenna	910	Not to be filled while submitting this in technical proposal		Not to be filled while submitting this in technical proposal	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 (INR) (F) [F=A*E]						Not to be filled while submitting this in technical proposal

FOR RFID FIXED READER with two antennas

	Line Item	(i) Quantity (A1)	(ii) Unit Price with one-year comprehensive warranty (INR) (B1)	2 Year Post-warranty AMC Percentage (C1) (%)	Unit price for 2 years post-warranty Comprehensive AMC (INR) (D1) [D1=(B1*C1)/100]	Total unit price with one-year comprehensive warranty and 2 years post-warranty Comprehensive AMC (INR) (E1) E1=(B1+D1)
I	RFID FIXED READER with two antennas	790	Not to be filled while submitting this in technical proposal		Not to be filled while submitting this in technical proposal	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 (INR) (F1) [F1= A1*E1]						Not to be filled while submitting this in technical proposal

FOR RFID HANDHELD READER

	Line Item	(i) Quantity (A2)	(ii) Unit Price with one-year comprehensive warranty (INR) (B2)	2 Year Post- warranty AMC Percentag e (C2) (%)	Unit price for 2 years post- warranty Comprehensive AMC (INR) (D2) [D2=(B2*C2)/10 0]	Total unit price with one-year comprehensive warranty and 2 years post- warranty Comprehensive AMC (INR) (E2) E2=(B2+D2)
I	RFID HANDHELD READER	100	Not to be filled while submitting this in technical proposal		Not to be filled while submitting this in technical proposal	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 (INR) (F2) [F2= A2*E2]						Not to be filled while submitting this in technical proposal

IMPORTANT: The bidder shall ONLY fill the value of (C), (C1) and (C2) columns of the table and SHOULD'T FILL ANY OTHER column while submitting this Form in technical proposal. Any other fields found filled in the table other than (C and C1) columns shall be lead to disqualification of the bid.

Note: All the above charges shall be inclusive of Goods and Services Tax (GST) and all other taxes and duties, permit fees, transport fees, Comprehensive AMC, etc.

GST Declaration:

% of the GST applicable in Unit Price of RFID Reader with one-year comprehensive warranty= ___%

% of the GST applicable in Unit price for 2 years post-warranty Comprehensive AMC = ___%

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:

Standard form of contract

(To be executed on requisite value of stamp papers)

CONTRACT

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

BETWEEN

NICDC Logistics Data Services Limited

AND

Name of Supplier

This **CONTRACT** for Supply of RFID readers for Logistics Data Bank (LDB) Project in India (“**Contract**”) is executed on *** Day of ****, 2023.

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, 10th 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 permitted 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 tracing the movement of containers across the ports to the Inland Container Depots (ICDs), Container freight stations (CFSs), toll Plazas, empty & maintenance yard and end users. The LDB Project is an overarching solution that integrates the information available with various agencies across the supply chain to provide detailed real time information within a single window. The LDB Project is providing value added services including comparative metric-based analysis. This is enabling the Government of India, State Governments, importers, exporters and other stakeholders to assess comparative performance; identify inefficiencies and bottlenecks to develop strategies to ensure the development of the sector.
- B. To take-up the LDB Project, 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 readers for the LDB Project at various locations in India. For this purpose, NLDSL had issued a RFQ cum RFP document - Tender No. XXXXXXXX on XX-XX-XXXX (“**Tender Documents**”) inviting bids from eligible suppliers to submit their proposals for the supply of Goods (as hereinafter defined) for the LDB Project in India.
- D. Pursuant to the evaluation of the proposal of various bidders, the Supplier’s proposal was 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). Accordingly, a letter of award (“LOA”) was issued on ***, Month, 2022 to the Supplier by NLDSL. The Supplier has acknowledged and accepted the LOA by signing and returning the duplicate LOA to NLDSL.
- E. As per the terms and conditions defined in RFQ cum RFP, a panel was constituted of Supplier 1, Supplier 2 and Supplier 3 wherein Supplier 2 and Supplier 3 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. In furtherance thereof, NLDSL and the Supplier are now entering into this Contract to record the terms and conditions governing the supply of the Goods for the LDB Project and rights and obligations of the Parties in relation thereto.

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

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Contract (including the recitals and schedules), unless the context requires otherwise, the following words and expressions shall have the meanings ascribed to them as hereunder:
- a) “**Affected Party**” shall have the meaning ascribed to the term in Clause 15.1;
 - b) “**Arbitration Reference Notice**” shall have the meaning ascribed to the term in Clause 19.3;
 - c) “**Change in Law**” means the occurrence of any of the following after the Execution Date:
 - (i) The enactment of any new Indian law;
 - (ii) The repeal, modification or re-enactment of any existing Indian law;
 - (iii) The commencement of any Indian law which has not entered into effect until the date of execution of the Contract;

- (iv) Change in the interpretation or application of any Indian law by a court which has become final conclusive and binding or, via issuance of circulars/clarifications by any relevant Competent Authority having jurisdiction over the matter in question;
 - (v) Change in the rates of applicable custom duties or anti-dumping duties in force on the date of the submission of the proposal.
- d) **“Change of Scope”** shall have the meaning ascribed to the term in Clause 7.1;
- e) **“Competent Authority”** means any government (Central, State and local) in India or any ministry, directorate, department or political subdivision thereof, or a judicial authority, and includes any other governmental authority under the direct or indirect control of any such government;
- f) **“Contract”** means this Contract together with all of the Schedules attached hereto and documents that may from time to time be attached hereto (including any annexes, schedules, exhibits and documents attached) and as any or all of the same may be amended, modified or supplemented, or superseded, from time to time, by the mutual consent of the Parties, and includes any purchase order issued, if any, prior to the Execution Date and all the documents as mentioned in Clause 2 below and the term
- “Contract” has to be read in accordance with Clause 2;
- g) **“Dispute”** shall have the meaning ascribed to the term in Clause 19.1;
- h) **“Execution Date”** shall mean the date on which the Contract has been signed by the Parties hereto;
- i) **“FM Notice”** shall have the meaning ascribed to the term in Clause 15.3;
- j) **“Force Majeure event”** shall have the meaning ascribed to the term in Clause 15.1 and illustrated in Clause 15.2;
- k) **“Indemnified Party”** shall have the meaning ascribed to the term in Clause 16.1;
- l) **“Indemnifying Party”** shall have the meaning ascribed to the term in Clause 16.1;
- m) **“Information”** shall have the meaning ascribed to the term in Clause 17;
- n) **“Intellectual Property”** shall include any and all titles, rights and intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in India or any part of the world, including but not limited to:
- (i) patents, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, industrial designs;
 - (ii) invention, trade secret, know-how, computer softwares, applications, process, network, system, data, programmes, codes, source codes, technology,

technical data, customer lists, and confidential, technical and product information and other intellectual property rights;

- (iii) registrations, applications, letters, deed of grant, certificate or documented title for anything referred above in this definition and any medium in which anything referred above herein is stored or embodied, in each case, in India and throughout the world.
- o) **“LDB Project”** shall have the meaning ascribed to the term in Recital A;
- p) **“LOA”** shall have the meaning ascribed to the term in Recital D;
- q) **“Losses”** shall have the meaning ascribed to the term in Clause 16.1;
- r) **“Performance Security”** shall have the meaning ascribed to the term in Clause 10.1;
- s) **“RFID”** or **“Radio Frequency Identification”** shall mean a technology that incorporates the use of electromagnetic or electrostatic coupling in the radio frequency (RF) portion of the electromagnetic spectrum to uniquely identify an object;
- t) **“Goods”** shall mean and include RFID fixed readers, RFID handheld readers, antennas and related accessories;
- u) **“SPOC”** shall have the meaning as given to it in Clause 8.1;
- v) **“Tender Documents”** shall have the meaning ascribed to the term in Recital C and shall always include any clarification, corrigendum or amendment, issued if any, to the same;

Interpretation

1.2 In construing this Contract:

- (a) the singular of any defined term includes the plural and *vice versa* and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (b) a reference to any gender includes the other and neuter gender;
- (c) references to recitals, clauses and schedules are references to Recitals, Clauses and Schedules of and to this Contract;
- (d) the expression **“this Clause”** shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;

- (e) references to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Execution Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- (f) the schedules, annexures and exhibits to this Contract shall be deemed to be incorporated in and shall form an integral part of this Contract;
- (g) the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and words of similar purport refer to this Contract as a whole;
- (h) any date or period set forth in this Contract shall be such date or period as may be extended pursuant to the terms of this Contract;
- (i) Reference to any contract, document or arrangement or to any provision thereof shall include references to any such contract, document or arrangement as it may, after the date hereof, from time to time, be amended or supplemented. For the avoidance of doubt, a document shall be construed as amended or modified only if such amendment or modification is executed in compliance with the provisions of such document(s);
- (j) a reference to “**delay**” shall mean hindrances, disruptions or obstructions, or any other similar term in the industry and the resulting impact from such hindrances, disruptions or obstructions, including inefficiency, impact, ripple or lost production;
- (k) the word “**Person**” shall mean any individual, partnership, firm, corporation, body corporate, joint venture, association, trust, unincorporated organization or other similar organization or any other entity;
- (l) a reference to “**month**” shall mean a calendar month and a reference to “**day**” shall mean a calendar day of twenty four consecutive hours beginning at 00.00 hrs (midnight)
and ending at 24.00 hrs (midnight) as referred to local time at site, unless otherwise specified;
- (m) a reference to “**quarter**” shall mean a quarter namely 1st April to 30th June, 1st July to 30th September, 1st October to 31st December, and 1st January to 31st March, unless otherwise specified;
- (n) the descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Contract;
- (o) no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and

- (p) if any term in the recitals or Clause 1 of this Contract is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Contract.

2. CONTRACT DOCUMENTS

- 2.1. The following shall be deemed to form and be read and construed as a part of the Contract. The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, 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) The LOA;
- (c) Clarifications, pre-bid clarifications and addendums, if any, issued to the Tender Documents;
- (d) The Tender Documents; and
- (e) Supplier's Proposal dated *** Month, 2022 including the manufacturer authorization form provided by the original equipment manufacturer (OEM) of the proposed hardware as mentioned in the Tender Documents, agreement between the Supplier and the OEM for support and services as mentioned in the Tender Documents.

- 2.2. All of the foregoing documents, together with this Contract, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.

3. SCOPE

Scope

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

Non-exclusive

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

4. PAYMENT TERMS

Payment Terms

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

FOR RFID FIXED READER with one antenna

	Line Item	(i) Quantity (A)	(ii) Unit Price with one-year comprehensive warranty (INR) (B)	2Year Post- warranty AMC Percentage (C) (%)	Unit price for 2 years post- warranty Comprehensive AMC (INR) (D) [D=(B*C)/100]	Total Unit price for with one-year comprehensive warranty and for 2 years post- warranty Comprehensive AMC (INR) (E) [E=B+D]
I	RFID FIXED READER with One antenna	910				
FINANCIAL PROPOSAL OF THE BID to be submitted at financial section of the GeM portal (INR) (F) [F=A*E]						

FOR RFID FIXED READER with two antennas

	Line Item	(i) Quantity (A1)	(ii) Unit Price with one-year comprehensive warranty (INR) (B1)	2Year Post- warranty AMC Percentage (%) (C1)	Unit price for 2 years post- warranty Comprehensive AMC (INR) (D1) [D1=(B1*C1)/100]	Total Unit price for with one- year comprehensive warranty and for 2 years post-warranty Comprehensive AMC (INR) (E1) [E1=B1+D1]
II	RFID FIXED READER with two antennas	790				
FINANCIAL PROPOSAL OF THE BID to be submitted at financial section of the GeM portal (INR) (F1) [F1=A1*E1]						

FOR RFID HANDHELD READER

	Line Item	(i) Quantity (A2)	(ii) Unit Price with one-year comprehensive warranty (INR) (B2)	2 Year Post- warranty AMC Percentag	Unit price for 2 years post- warranty Comprehensive AMC (INR) (D2)	Total unit price with one-year comprehensive warranty and 2 years post-
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				e (C2) (%)	[D2=(B2*C2)/100]	warranty Comprehensive AMC (INR) (E2) E2=(B2+D2)
I	RFID HANDHELD READER	100	Not to be filled while submitting this in technical proposal		Not to be filled while submitting this in technical proposal	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 (INR) (F2) [F2= A2*E2]						Not to be filled while submitting this in technical proposal

Note: To precise, the terms “comprehensive warranty” and “comprehensive AMC” covers the complete product supplied including the accessories without any additional conditions which is not mentioned in this RFQ cum RFP. Liquidated damages and penalties shall be applicable

- 4.2. Quantities mentioned in the above are indicative. Supplier has quoted the rates and total price considering the possibility of variations of +/- 15% in the abovementioned quantity and therefore it may be required to deliver the additional quantity of Goods within the limit of the aforesaid variation.
- 4.3. The Supplier also confirms that the said financial proposal is inclusive of Goods and Services Tax and all other taxes, permit and duties, transportation fees, Comprehensive AMC associated with the Assignment throughout the duration of the project.

Adequacy of Financial proposal

- 4.5. The financial mentioned in Clause 4.1 above is firm and fixed for the term of this Contract. The Supplier declares that while indicating the aforesaid financial proposal in its proposal, it has taken into account the various requirements and conditions stipulated in the Tender Documents and the said fee is adequate having regard to its obligations hereunder. NLDSL will not be liable for any direct tax incidence on or in relation to the financial proposal and the same shall be solely borne by the Supplier.
- 4.6 The Supplier also confirms and warrants that NLDSL shall not be charged additionally, other than the aforesaid fee for the RFID readers/antennas, either by the Supplier or the OEM of the Goods for any cost incurred in relation to the Goods supplied hereunder.

Payment terms

- 4.7 The supplier shall submit the invoice against the supply of devices after successful acceptance of the devices at site. The invoice should be accompanied all supporting documents as mentioned in Detailed scope of work in this contract. After receipt and verification of the documents, NLDSL shall release the payment within 80 days of successful acceptance of the invoice. However, for Micro and small Enterprises (MSEs) payment shall be made as per applicable MSME guidelines.

The device shall have the deemed warranty period of 1 year starting from the date of installation. The AMC period shall start automatically after the completion of the warranty period. The charges for the AMC of the installed devices shall be paid in every three months in 8 (eight) equal parts of the total finalized AMC amount. The supplier shall submit the invoice for the AMC period after completion of the "3-month Period". The payment for AMC of devices shall be paid after 80 days of successful acceptance of the invoice..

For example, if any device installed at site on 1st Dec'21, the AMC for the device shall start on 1st Dec'22. The AMC shall be applicable till 30th Nov'24. The supplier shall invoice for supply of the devices on or after the actual date of installation of the devices and invoice for the AMC charges on or after 1st March 2022, 1st June'2022, 1st September'2022, 1st December'2022 and so on till the end of AMC period.

- 4.10.Reconciliation shall be done jointly by the Parties to assess the performance of the accepted Goods vis-à-vis the SLA as stated in Schedule III. The SLA Credit, if any, accruing from the reconciliation shall be deducted from the subsequent invoice(s) to be raised across phases after the completion of the reconciliation.
- 4.11.If the NLDSL fails to release the payment within 30 (thirty) days from the due date of payment, NLDSL shall be liable to pay to the Supplier a default interest at the rate of 3% (three per cent) per annum on the outstanding payment until the actual payment is made. The interest shall be calculated on daily basis.

5. PURCHASE ORDERS

Purchase Orders

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

Lead Time

- 5.3**1st Phase Of delivery:** 30% (510 RFID FIXED Readers and 30 Handheld readers) of the total contract quantity as mentioned in RFQ cum RFP. **Delivery timeline for 1st Phase is 4 weeks from the date of issuance of LOA. Delivery timelines for subsequent phases is 4 weeks from the date of issuance of PO/confirmation over email by NLDSL.** The procurement for the entire order quantity will be made over a period of maximum 3 years of signing of contract.

5.4 In case of any unavoidable event related to movement of Goods and preventing the Supplier from discharging its obligations, and Supplier will bring to the notice of NLDSL and request for reasonable extension. Notwithstanding the above, the Supplier shall not be entitled for any additional cost/fees for whatsoever reason in such cases.

5.5 For the purpose of the Contract, the term “first phase” means the first PO raised/confirmation over email by NLDSL either before or during the term of Contract.

Rescheduling/ Cancellation

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

6 DELIVERY

Generally

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

Acceptance

6.2 The Supplier shall give to NLDSL an advance written notice of three (3) days prior to the delivery of Goods at the concerned site. The delivery location can be at the site or at project's system Integrator's or its contractor's facility for the configuration of the delivered materials before the installation, as communicated by NLDSL. The acceptance of the delivered material will be considered based on the functioning of the material on first time installation by NLDSL or its vendor. For this purpose, the Supplier will prepare objective and measureable acceptance criteria in the form of a document and submit the same to NLDSL for approval. The acceptance criteria includes the delivery challan received from the OEM/supplier or its distributor, photographs confirming the serial number of the readers and proof of functioning of the material. NLDSL shall within 10 (ten) days from the receipt of the acceptance criteria submitted for its approval, issue to the Supplier written comments, proposed changes, request for extension of time and/or written disapprovals of such acceptance criteria. If NLDSL fails to revert within such period of 10 (ten) days, then Supplier will send a reminder to NLDSL seeking necessary NLDSL approval. The acceptance criteria will be considered approved on the close of business hours (i.e. 6.30 P.M.) on 12th (twelfth) day in case of no revert from NLDSL.

Upon receipt of comments, proposed changes or written disapprovals of the acceptance criteria, the Supplier shall at own cost provide to NLDSL with revised and corrected acceptance criteria as soon as possible thereafter. Until the acceptance criteria are prepared or revised to the satisfaction of NLDSL, the process stated in this sub-clause shall be followed. Notification by NLDSL to the Supplier of its comments, proposed changes or written disapprovals to the proposed acceptance criteria shall not entitle the Supplier to any Change of Scope hereunder. The acceptance of the delivered Goods as above would not prevent NLDSL in any way from seeking replacement of defective, damaged or non-conforming Goods. The Goods shall be deemed to be delivered in terms of the Contract only upon and with effect from the acceptance of the Goods by NLDSL.

Delay notice

6.3 Without prejudice to anything contained herein which imposes the liquidated damages and penalty on the Supplier for its failure to deliver the Goods within the specified time, if the Supplier anticipates a delay it shall notify NLDSL in writing, no later than three (3) days prior to the original delivery date, that it anticipates such a delay in on-time delivery.

6.4 The Supplier acknowledges that NLDSL's approval or failure to notify the correction/revisions required in the acceptance criteria shall neither absolve the Supplier of its obligation in this Contract nor shall prevent NLDSL from later on objecting to or seeking further change/correction in the acceptance criteria. Despite the approval of the acceptance criteria or failure to notify the correction in the acceptance criteria by NLDSL, if there is, or emerges later on, any defect or deficiency in the acceptance criteria or any part thereof for any reason, NLDSL shall not be liable in this regard in any manner or for anything whatsoever and it shall be the responsibility of the Supplier to correct/rectify such defect or deficiency at its sole cost without delay whether or not requested or notified by NLDSL in this regard.

7 Changes

7.1 Any deviation in the specification of the Goods to be delivered and/or adjustments in quantities, acceleration or deceleration of delivery schedules may constitute as change of scope, except wherein aggregate of all such deviations, etc., does not result into variation by more than 15% in the total financial as mentioned in Clause 4.1 ("Change of Scope"). In the event of any Change of Scope, including but not limited to, for Goods already delivered or to be delivered under an issued purchase order, all costs associated with such variation shall be borne by NLDSL. The Supplier agrees that in case of the change (increase or decrease) in the quantities of the Goods as mentioned in Clause 4.1 above there shall not be any change in the unit price of a reader if there is a variance of +/- 15% of the said quantities as mentioned in Clause 4.1.

NLDSL directed changes

7.2 If NLDSL proposes a Change of Scope, the following procedure shall be followed:

7.2.1 NLDSL shall notify the Supplier in writing of its request for the change, and its reasons for the request. NLDSL shall attach to its notice, a draft Change of Scope setting out the modifications and its reasons for them, and its proposed commercial terms for implementing the Change of Scope.

7.2.2 The Supplier shall within reasonable time from receipt of such notice, submit a written estimate containing a description of the following:

- (a) the impact, if any, which the Change of Scope is likely to have on the supply schedule;
- (b) the cost to the Supplier for complying with such Change of Scope notice (including, without limitation, material and labour cost information furnished in accordance with the current schedule of rates applicable to the Goods including the premium on such rates). If the required information cannot be submitted in detail by the Supplier (e.g. due to lack of data), the Supplier shall have the right to provide interim estimates and to revert to NLDSL when more specific data is available; and
- (c) the options suggested for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time for the implementation thereof.

7.2.3 NLDSL shall respond in writing to the Supplier's estimate within reasonable time from receipt of the estimate, confirming that (a) the estimate is agreed by the issue of a change order; or (b) withdrawing the request for a change of Scope; or (c) requesting further consideration by Supplier of the change, in which case the process outline in Clause 7.2 above shall apply to such reconsideration until an estimate is agreed.

7.2.4 If NLDSL and the Supplier do not agree to the impact of Change of Scope or whether there are such changes, NLDSL shall issue a disputed change notice within the period specified in Clause 7.2.3 above. To the extent the Parties agree on some of the changes and their impact, this shall be reflected in the disputed change notice and the Supplier shall receive applicable payments for the agreed changes in accordance with the agreed payments schedule. The changes which are not agreed shall also be identified in the disputed change order.

7.2.5 The disputed change orders shall be agreed at the latest prior to the delivery milestone for the work in question. In case of non-agreement with respect to Change in Scope within 30 days from the date of dispute, the chief executive officer (or equivalent designation) of both Parties shall mutually decide an amicable decision including any extension of the delivery milestone.

Supplier's proposed changes

7.3 Except as specifically directed or permitted by NLDSL's prior written instructions or approval, Supplier shall not make any changes in the Goods, the specifications, any material manufacturing processes or any other changes. In the event that Supplier proposes to make a change to enhance the efficiency or to otherwise improve the functioning of Goods or to reduce the cost thereof without compromising the efficiency, quality, functions and feature of Goods in any way or to make any other change in the Goods, Supplier shall inform 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

7.4 Changes shall not be binding except when specifically confirmed in writing by both the Parties. Such written communication will expressly state that the change constitutes an amendment or change. Information, advice, approvals or inspections given by the 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.

8 SERVICE SUPPORT

Designate a SPOC

8.1 The Supplier shall designate, within 15 (fifteen) days of the execution of the Contract, a service manager as its specific point of contact ("SPOC") for providing support services to NLDSL during the validity of the contract.

8.2 The Supplier shall, either directly or through its OEM manufacturer, provide online access to operating system software along with updates and upgrades.

8.3 The Supplier shall ensure services from hardware OEM/OEM certified service providers of the highest service standards for the entire contract period. Also, for the handheld readers, the service support also includes the wear and tear and accidental damages during the entire lease period.

8.4 The Supplier shall ensure that a helpdesk is setup either by the Supplier or OEM(s) which is available to provide support services to NLDSL for the entire period of lease.

8.5 The Supplier shall ensure that the faulty device is in working condition within 48 hours of logging the complaint by NLDSL, either by repair or replacement.

Other obligations

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 RFP 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 TITLE

Title

9.1 NLDSL agrees and acknowledges that the Goods to be supplied by the Supplier shall be financed by lending institutions, which would have the first and prior lien over the title of the Goods. Accordingly, NLDSL agrees and acknowledges that the title to the Goods does not automatically get transferred to NLDSL, except in the manner specified in the Contract. Until such transfer of title is completed, NLDSL shall not, at any time

whatsoever, claim any relief by way of any deduction, allowance, depreciation or grant available to the owner of any Goods under the Income Tax Act, 1961 or any other applicable law, nor shall in any manner, represent itself as the owner of the Goods in any financial statement or before any Competent Authority or otherwise.

Performance information

9.2 Supplier shall provide, at NLDSL's request, any performance information in Supplier's possession or control which could aid NLDSL in evaluation of the goods' performance.

10 PERFORMANCE SECURITY

- 10.1 The Supplier has furnished a performance security equivalent to 3 (Three) percent of the total financial proposal as mentioned in Clause 4.1 from [name of the bank], before signing of the Contract, in the form of a bank guarantee substantially in the form specified in the LOA for a period of 1(one) year, which shall be renewed/extended for a further period of 1(one) year or shall be replaced by a new bank guarantee 30 (thirty) days prior the expiry of the existing bank guarantee. This shall be done for the entire lease period. ("Performance Security").
- 10.2 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 10.1.
- 10.3 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" i.e. completion of the AMC of the Goods delivered till the expiry of 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 without interest to the extent the same has not been utilized in recovering the amounts of the liquidated damages and penalty or damages, as the case may be. Provided that, in the event of prior termination of the Agreement, the Performance Security shall be released after recovering the amounts of the liquidated damages and penalty, or damages, if any, by NLDSL. Further, if a claim from NLDSL is pending at the time of completion of the aforesaid 180 days or the pre-mature termination on account of default of supplier, NLDSL shall have the right to hold the Performance Security or the amount lying with it (in case the Performance Security has already been en-cashed) to the extent of the claim amount till the time such claim is settled.
- 10.4 The Supplier shall entertain and pay all claims received by it up to the period the Performance Security remains valid in terms of Clause 10.3 herein above. The Supplier further agrees and undertakes to keep the Performance Security valid and enforceable during the entire period specified in Clause 10.3 herein above. Any change in the status of the Supplier shall not affect the continuance of the Performance Security nor shall absolve the Supplier of its liability under the Performance Security.
- 10.5 The Supplier shall furnish the new Performance security equivalent to 3 (three) percent of the total financial proposal as stated in Clause 4.1 from [name of the bank] on the partial/ full encashment of the existing performance security by the NLDSL within the 15 days of the notice for the recovery of the liquidated damages

(LD)/damages and penalty on the non performing of the obligations by the Supplier under this Contract.

11 RERESENTATIONS AND WARRANTIES

General representations and warranties

11.1 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 organised with limited liability and existing under the laws of the jurisdiction of its incorporation or organisation;
- (b) the execution and delivery of this Contract and the performance of the transactions contemplated hereby have been duly authorised by all necessary corporate or other actions;
- (c) assuming the due authorisation, execution and delivery hereof by the other Party, this Contract constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally;
- (d) its entry into this Contract, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Contract or any other document entered into under or in connection with this Contract, will constitute, private and commercial acts done and performed for private and commercial purposes;
- (e) the execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby will not:
 - (i) violate any provision of the organizational or governance documents of such Party;
 - (ii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both) a default under, any instrument, contract or other contract to which it is a party or by which it is bound;
 - (iii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or
 - (iv) violate any applicable law of such Party's country of organization or any other country in which it maintains its principal office; and
- (f) to the best of its knowledge, there are no awards, arbitrations, orders of attachment, garnishee orders, injunctions or any other orders, actions, suits, or proceedings pending or, to its knowledge threatened, which would in any manner prevent any transaction contemplated by this Contract from taking place in the manner contemplated by this Contract.

Warranty as to Goods

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

Warranty from OEM

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

Not to prejudice other warranty

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

Warranty of any product or software

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

Tenure of the warranties

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

12 SERVICE LEVEL

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

13 TERM AND TERMINATION

Term

- 13.1 The Parties agree that this Contract shall become effective and be of full force from ***Month, 2022 and shall remain in force for each of the Goods for a period of 6 (Six) years from the date of acceptance of respective delivery by NLDSL, unless terminated earlier in accordance with the terms of this Contract.
- 13.2 In the event of termination of the Contract or any particular purchase order due to any reason (including termination due to Force Majeure events) other than the non-performance of the Supplier. NLDSL shall make the payment of undisputed amount till the effective date of termination as per the payment terms after deducting the liquidated damages and penalty amount if any. The Ownership of the devices supplied by the suppliers shall remain with NLDSL.

NLDSL may terminate this Contract for event, **Supplier doesn't oblige to the service level as defined in this RFQ cum RFP.**

- 13.3 If NLDSL terminates the Contract due to material non-performance of the Supplier, which non-performance has not been cured within 60 days of being notified of such non-performance, NLDSL shall make the payment of undisputed amount till the effective date of termination as per the payment terms after deducting the liquidated damages and penalty amount if any. The Ownership of the devices supplied by the suppliers shall remain with NLDSL.

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

- (a) delivery of the Goods, a delay in delivery beyond one (1) month from the scheduled delivery date; or
 - (b) two (2) instances of breach of clause 3 of Schedule III; or
 - (c) ten (10) percent of call logged or twenty (20) instances of breach whichever is higher under clause 2 of Schedule III during any particular financial year.
- 13.4 The termination of this Contract shall not relieve any Party of any obligation or liability accrued prior to the date of termination. The rights of NLDSL to terminate this Contract as aforesaid is without prejudice to its other rights, powers and remedies available at law or under the Contract.
- 13.5 The remedies provided in the RFQ cum RFP shall be Supplier's sole and exclusive remedies for the termination of the Contract and Supplier shall have no other remedy, including, but not limited to, specific performance or recovery of loss of profits.
- 13.6 For the purpose for the Clause 13.3, the Supplier shall also be deemed to be in material non-performance of this Contract, if Supplier becomes the subject of proceedings under any bankruptcy or insolvency law, or admits in writing its inability, to pay its debts as they mature, or takes or suffers any action for its liquidation or dissolution (otherwise than due to internal restructuring provided that the internal restructuring shall not impact the continuance of the performance of the Supplier hereunder and the same shall contain adequate arrangements for the due fulfilment of

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

Adjustment of Money Due

13.7 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

13.8 Unless otherwise agreed by the Parties, the rights and obligations of the Parties in respect of Clauses 1 (*Definitions and Interpretation*), 11 (*Representations and Warranties*), 13.8 (*Survival*), 14 (*Liquidated Damages*) 16 (*Indemnity*), 17 (*Confidentiality*), 19 (*Governing Law and Dispute Resolution*), and 20 (*Miscellaneous*) as are applicable or relevant thereto, shall continue to have effect notwithstanding the termination of this Contract.

14 LIQUIDATED DAMAGES

Liquidated damages

14.1 NLDSL shall be entitled to recover the liquidated damages for failure to meet the service levels as specified in Schedule-III hereto due to reasons attributable to the Supplier.

Liquidated damages for failure to supply Goods, etc.

14.2 However, if there is a failure to supply the Goods or the replacement of Goods or any other non-performance of the obligations by the Supplier except the breach of SLA as stated in Schedule -III, then NLDSL shall be entitled to recover the damages for the amount of any loss, damages, claims suffered/paid by NLDSL as a result of such failure to deliver the Goods or such non-performance. In case of failure to supply the replacement Goods, then NLDSL shall, in addition to recovering the liquidated damages as above, shall also be entitled to recover the contract value already paid for the unavailable period in respect of the Goods which are to be replaced.

Recovery of liquidated damages and penalty

14.3 The recovery of the damages and penalty as specified in Clause 14.1 to 14.2 above or elsewhere in the Contract shall be done from the Performance Security specified in Clause 10 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 damages as above, then the Supplier shall be bound to pay the remaining amount of the damages.

14.4 At any time after NLDSL has become entitled to liquidated damages/damages and penalty, NLDSL may give notice to the Service Provider requiring it to continue to perform its obligations within a specified time. Such action shall not prejudice NLDSL's entitlements to recovery of liquidated damages/damages and penalty hereunder. The decision of NLDSL as to the liquidated damages and penalty payable by the Service Provider hereunder shall be final and binding.

Right to recover liquidated damages and penalty

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

15 FORCE MAJEURE

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

15.2 **Such Force Majeure events may include:**

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

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

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

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

Notice of Force Majeure Events

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

15.4 The FM Notice shall inter-alia include full particulars of:

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

Effect of Force Majeure Event

15.5 Upon occurrence of any Force Majeure Event, the following shall apply:

- 15.5.1 there shall be no termination of the Contract except as provided in Contract document ;
- 15.5.2 the dates set forth in the supply schedule, shall be mutually extended by the period for which such Force Majeure Event shall subsist and the cost incurred shall be reimbursed after mutual discussion.
- 15.5.3 The Affected Party, to the extent rendered unable to perform its obligations, or part thereof, under this Agreement as a consequence of the Force Majeure event (except to the extent that the relevant breach of its obligations would

have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred) shall be excused from performance of the obligations provided that:

15.5.4 The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

15.5.5 the Affected Party shall make commercially reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence, and

15.5.6 When the Affected Party is able to resume performance of its obligations under the Contract, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

15.6 Notwithstanding any provision of this Clause 15, a claim of Force Majeure pursuant to Clause 15.1 does not release either Party from obligations under this Contract which accrued prior to the beginning of the event constituting force majeure, including from any obligation to make payment in respect of its obligations under this Contract in the event such payment obligations have arisen or accrued prior to the occurrence of the Force Majeure event.

Consultation and Duty to Mitigate

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

Termination Due to Force Majeure Event

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

16 INDEMNITY

Indemnification

16.1 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 the usage of the Goods, subject however in all cases, that such Losses shall not have occurred due to negligence or misconduct of the Indemnified

Party.

Excluded Liability

16.2 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.

Limitation of Liability

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

Exclusive Remedy

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

17 CONFIDENTIALITY

Confidential Information

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

- (a) *To the extent that such Information is in the public domain other than by breach of this Contract;*
- (b) *To the extent such Information is required to be disclosed in accordance with law or is required or requested to be disclosed by a Competent Authority;*
- (c) *To the extent such Information was previously known or already in the lawful possession of the receiving Party,
To the extent that such Information is required to be disclosed to the employees, agents, professional advisors, OEM of the Supplier, on a need to know basis for carrying out the purposes of this Contract provided that the Supplier shall be liable for breach of the confidentiality obligation envisaged in this clause by such employees, agents, professional advisors, OEM; or*
- (e) *To the extent that any information, materially similar to the Information, shall have been independently developed by a Party without reference to any Information furnished by the other Party hereto.*

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

18 INTELLECTUAL PROPERTY RIGHTS

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

18.2 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 Contract, or from the Performance Security or any other contract.

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

19 GOVERNING LAW AND DISPUTE RESOLUTION

Dispute

19.1 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 below, the courts in Delhi shall have exclusive jurisdiction to settle any Disputes

which may arise in connection with this Contract.

Amicable Resolution

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

Arbitration

19.3 In the event the Parties fail to resolve the Dispute in accordance with Clause 19.2 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”).

19.4 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.

19.5 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

19.6 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.

20 MISCELLANEOUS

Independent Contractor

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

20.2 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

20.3 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

20.4 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 Goods from the OEM whose credentials were evaluated by NLDSL during tender evaluation stage, either Party is not permitted to assign this Contract or any of its rights or obligations hereunder to any Person without the prior written permission of the other Party.

Entire Contract

20.5 This Contract constitutes the entire Contract between NLDSL and the Supplier concerning the subject matter hereof.

20.6 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

20.7 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 the clause itself.

Waiver

20.8 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

20.9 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, 10th Floor, Tower- A, Plot No-7, Advant Navis
Business Park, Sector-142, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201305

E mail : *ceo@dldsl.in*

Phone:

In the case of notice to the Supplier:

Attention : Name of Representative
Address :
E mail :
Phone :

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

Severability

20.11 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

20.12 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 on behalf of [NICDC

For and on behalf of [Supplier]

Logistics Data Services Limited] by:

(Signature)

(Signature)

(Name)
(Designation)

(Name)
(Designation)

Witness

Witness

Signature:

Signature:

Name:

Name:

Designation:

Designation:

SCHEDULE - I

Scope of work

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

Sr. No	Line Item	Quantity
A	RFID FIXED READER with two antennas	790
B	RFID FIXED READER with one antenna	910
C	RFID HANDHELD READER	100

Quantities mentioned in the above are indicative. Supplier has quoted the rates and total price considering the possibility of variations of +/-15% in the above-mentioned quantities. The procurement will not be done in a single instance. Based on the clarity of site layout and status of civil infrastructure, a phase-wise shipment plan of material will be finalized.

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

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

**Schedule-II
Specification**

1. Fixed Reader

Accessories	Reader, Power adaptor with Indian standard power plug, and other installation accessories.
Ports	[Must to have] Should support 4 or more ports per reader
Antenna Mode	Monostatic or Bistatic
Processor	600 MHz or better
Memory	[Must to have] Flash 128 MB; DRAM 128 MB or better
Environment	Non-AC, Dusty environments such as toll plazas, CFS/ICDs, empty container yards etc.
Application	Dense tag environments
Housing	Aluminum [Must to have] IP53 or better
Dimensions	Small Installation Footprint
Connectivity	[Must to have] 10/100 BaseT Ethernet
Operating Temp	-4° to +131° F -20° to +55° C
Firmware and Management protocol supported	Remote firmware management capability using web browser and web tools and RM 1.0.1 (with XML over HTTP/HTTPS and SNMP binding)
Host Interface Protocol	[Must to have] LLRP + RM (The reader must retain transactional data even after power-off/restart of the device)
API Support	[Must to have] .NET and C
Max Receive Sensitivity ISO standard	100 dbi or more bi-static, 80 dbi or more monostatic ISO 180006C (EPC Class 1 Gen 2) ISO 180006B
Power Output	+10dBm to +33dBm
Specific Absorption Ratings	complies to FCC 47CFR2:OET Bulletin 65; EN 50364
Humidity	5% to 95% non-condensing
Safety and health	IEC 60950-1 , UL 2043
service center	OEM should have in country service center
toll free/ support office number	OEM should have toll free/ support office number easily accessible to partners and customer for online support
Reading accuracy on Continuous power "ON"	[Must to have] The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Regulatory compliances	Safety: Safety UL 60950-01, UL 2043, IEC 60950-1, EN 60950-1 Other: ROHS, WEEE

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

2. Antenna

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

3. RFID Handheld reader

Accessories	Handheld reader, battery and charger with Indian standard power plug
Processor	1 Ghz or better
Memory	512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better
Interface	USB 2.0 Host USB 2.0 Client
Wireless	WWAN - 4G/HSPA/GPRS/3.5G, WLAN 802.11 a/b/g/n ready
Communication	USB 2.0, Bluetooth Class II, v2.1 (EDR)
Power	Min. 3600 mAh Li-Ion rechargeable battery for minimum 8-10 hrs of use in the field
Camera	Integrated Camera with Flash
Display and Keypad	3.5 in. or more color VGA display
	Qwerty Keypad Physical and Virtual readable in sunlight
Indications	Indication on device for Charging, low battery, connectivity etc.
Dimensions and Weight	less than 1 kg (excluding accessories)
Ruggedness	IP 67 or better with Multiple 6 ft. per MIL-STD 810G across the

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

	operating temperature range.
Install base	suggested model should have 50000+ units installed globally by OEM
RFID band	As permitted by Govt. regulatory in India
Antenna Type	Omni directional integrated
RFID Standards supported	EPC Class 1 Generation 2 supported
Reading distance	contact to 3 meters or more
EMI/EMC	ICES 003 Class B; EN 301 489-1; EN 301 489-3; EN 55022; EN55024
Environmental	RoHS/WEEE compliant
Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Service support	Support including wear and tear and accidental damages to be provided by supplier.
Service center	OEM should have in country service center with proven track record of operating service center for last 5 years
Battery Chargers/ Cradles:	4-slot battery charger;

Schedule-III

Service Levels

1. Equipment specification:

The device should function as per the specification defined in the RFQ Cum RFP.

2. Service Support:

Online access to operating system software	OS updates and upgrades
Support help desk for hardware & API/SDK	24x7 support

3. Supply, related SLA & Liquidated Damages:

The timeliness is defined by the base date of site-wise delivery of the hardware in PAN India Locations. However, the exact site address details will be provided by NLDSL while releasing the Purchase order / Confirmation over email.

a. SLA and Liquidated damages for Supply:

Requirement	SLA	Liquidated Damages
Supply of RFID Readers and related accessories at the pre-defined locations.	<p>1st Phase Of delivery: 30% (510 RFID FIXED Readers and 30 Handheld Readers) of the total contract quantity as mentioned in RFQ cum RFP.</p> <p>Delivery timeline for 1st Phase: 4 weeks from the date of issuance of LOA.</p> <p>Delivery timelines for subsequent phases: 4 weeks from the date of issuance of PO/confirmation over email by NLDSL.</p> <p>Procurement for the entire order quantity will be made over a period of maximum 3 years from the date of issuance of LOA.</p>	<p>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.</p> <p>The recovery will be done at the rate of 0.5% of the total contract value for per week of delay or part thereof subject to a maximum of 10% of the total contract value.</p> <p>NLDSL at its own discretion may terminate the contract if supplier fails to deliver within 12 weeks from the date of issuance of LOA/PO email confirmation.</p>

b. SLA and Liquidated Damages for Comprehensive Warranty

Requirement	SLA	Liquidated Damages
<p>The Device should have designed to be powered on throughout its life. The Device should not hang of restart automatically due to whatsoever reason.</p> <p>The device should function as per the specification defined in the RFQ Cum RFP.</p>	<p>The Faulty Device should be repaired or replaced in 48Hrs of logging the complaint i.e., Call to Repair (CTR).</p>	<p>For every incident of breaching of service support, LD will be deducted as follows:</p> <p>Total downtime beyond 48hrs</p> <p>iii.) >48 and <54 hrs (CTR) LD per hour will be Rs. 3,000.00</p> <p>iv.) =>54 hrs (CTR) LD per hours will be Rs. 6,000.00</p> <p>The amount of such LD would be limited to maximum of 10% of the total contract value.</p>

4. Post-Warranty Comprehensive AMC

After completion of the device comprehensive warranty, AMC shall automatically start for the device.

Note: To precise, the terms “comprehensive warranty” and “comprehensive AMC” covers the complete product supplied including the accessories without any additional conditions which is not mentioned in this RFQ cum RFP. Liquidated damages and penalties shall be applicable

Requirement	SLA	Penalty
<p>The Device should have designed to be powered on throughout its life. The Device should not hang of restart automatically due to whatsoever reason.</p> <p>The device should function as per the specification defined in the RFQ Cum RFP.</p>	<p>The Faulty Device should be repaired or replaced in 48Hrs of logging the complaint i.e., Call to Repair (CTR)</p>	<p>For every incident of breaching of service support, Penalty will be deducted as follows:</p> <p>Total downtime beyond 48hrs</p> <p>iii.) >48 and <54 hrs (CTR) Penalty per hour will be Rs. 3,000.00</p> <p>iv.) =>54 hrs (CTR) Penalty per hours will be Rs. 6,000.00</p> <p>The total amount of such Penalty per month would be limited to maximum 10% of the entire Cumulative AMC. This is in addition over LD.</p>