Request for Qualification cum Request for Proposal

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

### TENDER No. DLDSL/17-18/IT/002 DATE: 25/01/2018

DMICDC Logistics Data Services Limited (DLDSL)

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

Email: tenders@dldsl.in

#### Disclaimer

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

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# Section 1: LETTER OF INVITATION:

#### 1. Introduction:

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

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

The Logistics Data Bank (LDB) has been developed to address the issue of tracking and viewing the movement of containers across the ports to the ICDs and end users. The LDB is an overarching solution that integrates the information available with various agencies across the supply chain to provide detailed real time information within a single window. The LDB providing value added services including comparative metric based analysis. This 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.

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

2. Objective

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

3. The RFQ CUM RFP includes the following documents:

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

All clarifications/ corrigenda will be published only on the websites of e-procure, DLDS and DMICDC. The official website for accessing the information related to this RFQ cum RFP is: <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a>, <a href="https://www.eprocure.gov.in"/www.eprocure.gov.in"/www.eprocure.gov.in"/www.eprocure.gov.in</a>, <a href="https://www.eprocure.gov.in"/www.eprocure.gov.in"/www.eprocure.gov.in"/www.eprocure.gov.in"/www.eprocure.gov.i

Yours sincerely, CEO DLDSL

# Section 2: SCHEDULE OF THE TENDER:

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

А	Tender No.	DLDSL/17-18/IT/002
В	Bid Security Fee	INR 10,00,000.00 (INR Ten Lakhs)
С	Bid Processing fee	INR 1,00,000.00 (INR One Lakh) + GST @ 18%.
1	Date of RFQ cum RFP available to parties to download at <u>www.eprocure.gov.in</u> , <u>www.dldsl.in</u> and <u>www.dmicdc.com</u>	25 <sup>th</sup> January, 2018
2	Last date for receiving queries/requests for clarifications.	29 <sup>rd</sup> January, 2018
3	Date and venue for pre-bid meeting	30 <sup>th</sup> January, 2018 at 11:00 AM
		<b>Venue:</b> DMICDC Logistics Data services Limited (DLDSL),
		Room No. 341B, 3 <sup>rd</sup> Floor, Hotel Ashok, Diplomatic Enclave, 50 B Chanakyapuri, New Delhi-110021, India.
4	Date of Pre-bid query response publish in www.eprocure.gov.in, <u>www.dldsl.in</u> and <u>www.dmicdc.com</u>	31 <sup>st</sup> January, 2018
5	Last date for receipt of proposals and	6 <sup>th</sup> February, 2018 Till 3:00 PM
	related fees by DLDSL i.e PDD (Proposal Due Date)	(Any proposal received after this timeline will automatically be disqualified)
6	Field trial of the proposed tag (Pre- qualification)	Will be notified by DLDSL
7	Presentation and declaration of technical score ( Technical qualification)	Will be notified by DLDSL to pre-qualified applicants.
8	Date & Time of opening of financial proposal. (supplier selection)	Will be notified by DLDSL to technically qualified applicants.

9	Work Completion period	The maximum lead time for 1st phase delivery of 2,50,000 (Two Lakh Fifty thousand) tags is four weeks from the Letter of Award. DLDSL can also consider the delivery weekly basis with requirement of 62,500 tags per week after the four weeks from the date of issuance of latter of award. The subsequent deliveries will be made within four weeks from the date of receiving the confirmation / PO from DLDSL. The procurement for the entire order quantity will be made over a period of maximum three years of signing of the contract.
10	Validity of the tender and applicant's proposal from the PDD.	180 Days

### **Section 3: Instruction to Applicants:**

#### A) Bid submission:

- 1. The Applicants shall submit the proposals online through Central Public Procurement Portal i.e. www.eprocure.gov.in The details of the enrolment process which shall be followed by the applicants and process of preparation and submission of bid proposals is enclosed at "Annexure-A". Bid proposals received in the manual form at the client's address will not be accepted. The applicants are invited to submit Pre-qualification, Technical, and Financial Proposals (collectively called as "the Proposal"), as specified in this RFQ cum RFP, for the supply of RFID Tags. The term "Bidder" or "applicant" refers to a single entity. The group of entities coming together in form of consortium to participate in this bidding will be disqualified. The Proposal will form the basis for contract signing with the selected supplier.
- 2. Website for accessing RFP is: www.eprocure.gov.in, www.dldsl.in and www.dmicdc.com

The bidding timelines are mentioned in the schedule section.

- 3. Techno-commercial bid will be opened on specified date and time as given in the RFP.
- 4. Financial proposal will be opened only for those applicants whose Technical proposal is found to be technically acceptable by DLDSL.

#### B) Bidding Fees:

1. Processing Fee:

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

The proposal submissions will necessarily have to be accompanied with a Bank Draft of INR 1,00,000.00 (INR One Lakh only) plus Goods and Services tax @ 18 %, from a scheduled / Nationalized Bank in favour of 'DMICDC Logistics Data Services Limited' payable at New Delhi, India, as a non-refundable processing fee.

2. Bid Security:

The scanned copy of the bid security shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee/ DD shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected. The Earnest Money Deposit (EMD) as bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled/ Nationalized Bank in favour of 'DMICDC Logistics Data Services Limited', valid for 180 (one hundred and eighty) days from the proposal due date and a further claim period of thirty (30) days as mentioned in section 2, payable at New Delhi, for the sum of INR 10,00,000.00 (INR Ten Lakhs) be required to be submitted by each Applicant.

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

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

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

#### C) General

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

- 7. "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
- 8. "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to DLDSL, and includes collusive practices among suppliers (prior to or after submission of proposals) detailed designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
  - a) Will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - b) Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 9. Right to reject any or all Proposals:
  - a) Notwithstanding anything contained in this RFQ cum RFP, DLDSL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - b) Without prejudice to the generality of above, DLDSL reserves the right to reject any Proposal if:

i) At any time, a material misrepresentation is made or discovered, or

ii) The Applicant does not provide, within the time specified by DLDSL, the supplemental information sought by DLDSL for evaluation of the Proposal.

- c) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then DLDSL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of DLDSL, including annulment of the Selection Process.
- 10. 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.
- 11. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DLDSL or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves

the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.

- 12. After submission of the proposals of each phase by the applicant, to the satisfaction of DLDSL, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the applicant shall, on receipt of written request form DLDSL, furnish such clarification to the satisfaction of DLDSL within five (05) working days without any extra charge.
- 13. The selected supplier shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DLDSL and the Project.
- 14. Acknowledgement by Applicant :
  - a) It shall be deemed that by submitting the Proposal, the Applicant has:
    - i) made a complete and careful examination of the RFQ cum RFP;
    - ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ cum RFP or furnished by or on behalf of DLDSL;
    - iii) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
    - iv) acknowledged that it does not have a Conflict of Interest; and
    - v) Agreed to be bound by the undertaking provided by it under and in term hereof.
  - b) DLDSL and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by DLDSL and/ or its advisors.

#### D) Selection Process:

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

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

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

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

CEO, DMICDC Logistics Data Services Limited.

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

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

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

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

6. The applicant's confirmation on participating the pre-bid meeting shall be sent to tenders@dldsl.in

#### F) Eligibility of applicants:

- 1. The Applicant for participation in the Selection Process, should be a single entity.
- 2. An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.
- 3. An Applicant shall not have a conflict of interest that may affect the Selection Process for identifying the equipment supplier (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to DLDSL for, inter alia, the time, cost and effort of DLDSL including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to DLDSL hereunder or otherwise.
- 4. Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - a) the Applicant, and any other Applicant, have common controlling shareholders or other ownership interest; provided that this disgualification 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 subclause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
  - b) a constituent of such Applicant is also a constituent of another Applicant; or
  - c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- e) For purposes of this RFQ cum RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- 5. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 6. An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

#### G) Preparation of proposal:

- 1. Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ cum RFP. DLDSL will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- In preparing their Proposal, applicants are expected to thoroughly examine the RFQ cum RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3. Client certifications or Purchase orders for the projects listed under the experience section: The certifications and/or PO must confirm the project attributes (size, fee, duration etc.) and the scope of work on the projects. The self-certification of the applicant is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be.
- 4. The applicant is not permitted to submit the proposal using the experience/ strength of any of his associate partner.
- 5. The technical proposal must not include any financial information.
- Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, DLDSL will be entitled to reject the Proposal.
- 7. Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the

person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative as detailed below:

- a) by the proprietor in case of a proprietary firm;
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- 8. Applicants should note the Proposal Due Date, as specified in the schedule section, for submission of Proposals. Except as specifically provided in this RFQ cum RFP, no supplementary material will be entertained by DLDSL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the tender schedule section. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, DLDSL reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 9. A firm must bid for this assignment as a sole applicant. Experience of any of its partners will not be considered while evaluating the bid. However, experience of the equipment manufacturer will have the weightage on bid evaluable as described in the qualification criteria and evaluation criteria section of this document.
- 10. Financial proposal: While preparing the Financial Proposal, applicants are expected to take into account the various requirements and conditions stipulated in this RFQ cum RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to applicable taxes, duties, levies, permit, fees, entry fees, transportation charges, equipment insurance fees, custom duty, handling charges etc., except the Goods and Services Tax (GST) which shall be paid as per applicable rates. While submitting the Financial Proposal, the applicant shall ensure the following:
  - a) All the costs associated with the Assignment shall be included in the Financial Proposal.
  - b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - c) The Financial Proposal shall take into account all the expenses and tax liabilities and equipment insurance throughout its life, levies and other impositions applicable under the prevailing law on the supplier.
- 11. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ cum RFP.
- 12. Applicants shall express the price in Indian Rupees.
- 13. Applicants must do their due diligence about the tax implications and DLDSL will not be liable for any incident.
- 14. The Proposals must remain valid for a period as specified in the schedule section. During this period, the selected supplier is expected to keep available the professional

staff proposed for the assignment. DLDSL will make its best effort to complete contract signing within this period. If DLDSL wishes to extend the validity period of the proposals, it may ask the selected supplier to extend the validity of their proposals for a stated period. The suppliers, who does not agree, have the right not to extend the validity of their proposals.

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

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

Particulars	Contents	Forms	Supporting Documents
<u>RFQ</u> proposal	-Processing Fees - Pre- Qualification Proposal - Bid Security	Q1, Q2, Q3, Q4, Q5, Q6	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 FY, Purchase orders as proof of project and RFID Tag supply experience, Manufacturers Authorization Form, Support agreement with OEM, Copy of OEM's ISO 9001:2000 certificate, Proof of "power of authority" of the authorized signatory.
<u>RFP</u> Proposal	Technical Proposal	T1, Technical proposal, specification conformance	Any supporting document which can add weightage to the technical score
<u>Financial</u> <u>Proposal</u>	Financial Proposal	F1, F2	Should not contain any supporting document

3. Proposal submissions:

4. Submission address for the submission of original documents of Processing fees and Bid security:

CEO, DMICDC Logistics Data Services Limited.

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

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

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

#### I) Proposal evaluation

- 1. As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria.
- 2. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the "Shortlisted Applicants"), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.
- Prior to evaluation of Proposals, DLDSL will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. DLDSL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:
  - a. RFQ Stage

i. The Pre-Qualification Proposal is received in the forms as provided in this RFQ cum RFP;

ii. It is received by the Proposal Due Date including any extension thereof in terms hereof;

iii. It is accompanied by the Processing Fee and Bid Security as specified in this RFQ cum RFP;

iv. The applicant is present in person with proposed tag for the field trial as per the schedule communicated by DLDSL.

V. it does not contain any condition or qualification; and,

vi. It is not non-responsive in terms hereof

#### b. RFP Stage

Technical Proposal

i. the Technical Proposal is received in the forms specified in this RFQ cum RFP; ii. It is received by the Proposal Due Date including any extension thereof in terms hereof;

iii. It does not contain any condition or qualification; and iv. It is not non-responsive in terms hereof.

Financial Proposal:

i. The Financial Proposal is received in the forms specified in this RFQ cum RFP ii. It is received by the Proposal Due Date including any extension thereof in terms hereof;

iii. It does not contain any condition or qualification; and

iv. It is not non-responsive in terms hereof.

- 4. DLDSL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by DLDSL in respect of such Proposals. However, DLDSL reserves the right to seek clarifications or additional information from the applicant during the evaluation process. DLDSL will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.
- 5. As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

S. No.	Prequalification requirement	Supporting documents to be attached
A	An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013 and should have a registered office in India in existence for last one year as on PDD.	Documentary proof (copy of certificate of incorporation, partnership deed or any other applicable document, registered under any act and proof of registered office) shall be submitted as part of the Bid documents.
В	Applicant shall have an annual turnover of at least INR 20 Million or equivalent in US Dollars for last one fiscal year.	Applicant shall submit duly filled form Q3.
С	The applicant as prime supplier should have supplied to at least 1 Government or PSU or Government Recognized Institutions or Nationalized Banks project (preferably from the Infrastructure, Transportation, Logistics. defense and customs) in India covering a total of at least 3 RFID projects globally.	Copy of purchase orders from different customers covering at least 3 RFID project installations, including one Government or PSU or Government Recognized Institutions or Nationalized Banks project in India should be submitted as supporting document.

#### J) Minimum Qualification Criteria:

D	The applicant should have supplied at least 200 thousand RFID tags globally for outdoor usage (preferably from the Infrastructure, Transportation, Logistics. defense and customs).	Copy of purchase orders totaling at least 200 thousand RFID tags globally for outdoor usage (preferably from the Infrastructure, Transportation, Logistics. defense and customs) should be submitted as supporting document.
E	The applicant should have the original Manufacturers Authorization Form (MAF) provided by the original equipment manufacturer (OEM) of the proposed tags, to submit the technical and commercial proposals related to their products as a response to this RFP. In MAF, OEM should agree for providing the tag and tagging Applicator tool design customization services and supply the customized tag based on the project's requirement and DLDSL's approval.	Applicant must submit the MAF as per the format provided in this RFP. If the Applicant is the OEM of the proposed tag, a self- declaration covering all the mentioned requirements mentioned in the MAF format can suffice the purpose.
F	The applicant should have a back-end replacement agreement/arrangement for faulty tags during warranty phase with the Original Equipment Manufacturers (OEMs).	Applicant must submit the Agreement letter between the OEM and supplier (Applicant) for replacement agreement/arrangement for faulty tags. If the Applicant is the OEM of the proposed tag, a self- covering all the mentioned requirements can suffice the purpose.
G	The Original Equipment Manufacturer of the Tag (OEM) proposed by the supplier should be ISO 9001:2000 Process Certified for manufacturing.	The applicant must submit the copy of certification.
н	The supplier should not be under a declaration of ineligibility for corrupt and Fraudulent practices issued by Indian Govt. or legal authorities.	The applicant must submit the undertaking sufficing this requirement.
I	The Supplier must have a valid Goods and Services Tax (GST) registration in India	The applicant must submit the copy of GST registration.

- Post validating the submitted documents by the applicants as responsive, DLDSL shall invite the applicants for the Field trial of their proposed RFID tags. Applicants acknowledge that our proposal will be automatically disqualified if we fail to be present in person for the field trial of proposed RFID tag. The applicants are also requested to furnish the necessary certification to support their workability of the proposed RFID tags for the LDB Project as per the laid out specification of this RFQ cum RFP. The trial shall be conducted in the presence of the applicants and evaluation team of DLDSL. The location and schedule of the trial of RFID tags shall be communicated to the respective applicants through Emails / phone.

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

Minimum Requirement:	
Specification	Details
Encasement	One-time use RFID Tag with magnet and adhesive
Maximum Size Limit (LxWxH) (mm)	120 x 50 x 15. The smaller form factor will get preference.
Weight (gms)	Maximum 100 gms. The lighter the tag it will be given preference.
	The tag will be a one-time use product however its attachment using both magnet and adhesive should ensure that the tag attaches to the container surface during adverse environmental conditions. DLDS reserves the right to check the attachment of the tag on the container surface including but not limited to wet/oily/dirt conditions. Further, DLDS can send the proposed tag sample to testing laboratories for further confirmation.
RF Specifications	
	9 meters India Frequency (face on) 5 meters at +/- 60° (face on)
Read Range (handheld Reader) – Zebra 319Z	Up to 3 meters India Frequency

#### K) Technical Evaluation Criteria:

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

Sr. No.	Particulars	Points System	Max. Mark	Supporting document
1. Specif	ic experience of the applicant ir	n similar assignment	20	
A	No. of projects the applicant has supplied RFID tags for tracking purpose (Delivery of less than 40,000 tags for any project will not be considered. Delivery to a single client through multiple POs for a particular project will be	7 or more = 10 marks 5 or More but less than 7 = 6 marks 3 or more but less than 5 = 3 mark Less than 3 = 0 marks	10	Client PO or experience certificate mentioning the qty.
	considered as single project )	More than 3000 thousand = 10 Marks Between 3000 thousand and 1000		
В	The cumulative number of RFID tags supplied by the supplier for various projects globally.	thousand = 6 Marks Between 1000 thousand to 500 thousand = 4 Marks Less than 500 thousand to 200 thousand= 2 Marks	10	Client PO or experience certificate mentioning the qty.
		Less than 200 thousand = 0 Marks		
2. Technical, operational and environmental compatibility of the proposed Tag		20		
		100 % = 10 marks		
А	Conformance of the Physical and Technical Specification of the proposed tag with the	Between 90% to 99% = 6 marks	10	Specification conformance report
	specification as mentioned in this RFP	Between 80% to 89% = 2 marks		
		Less than 80% = 0 marks	ļ	
	Conformance of the Environmental Specification of	100 % = 10 marks Between 90% to 99% = 6 marks	10 confor	Specification
В	the tag with the specification as mentioned in this RFP	Between 80% to 89% = 2 marks		conformance report
		Less than 80% = 0 marks		

3. Tag m	anufacturer's experience and ca	apability	25	
		More than 1000 thousand = 10 marks		Client PO or
	Maximum number of RFID tags manufactured by the	Between 1000 thousand and 800 thousand = 6 marks	10	plant production report mentioning client name
A	manufacturer for a single project/assignment.	Between 600 thousand and 800 thousand = 4 marks	10	
		Between 600 thousand and 200 thousand = 2 marks		and quantity
		More than 5 years = 5 marks		Proof of
В	Establishment of	Between 3-5 years = 3 marks	5	establishment of
_	manufacturing unit of the OEM	Between 1-3 years = 2 mark	Ū.	manufacturing
		less than 1 year = 0 mark		plant
		1. Thermal test = 1 mark		
		2. Humidity Test = 1 mark		
		3. Water emersion test = 1 mark		
		4. magnet durability test = 1 mark	10	Test report of any of existing tag of the OEM
		5. Assembly durability test = 1 mark		
С	Engineering lab test capability of the manufacturer:	6. Weight drop Test = 1 mark		
		7. Shock and vibration test = 1 mark		
		8. Environmental test based on IP 68 Standard = 1 mark		
		9. Dimensional and weight consistency test= 1 mark		
	10. RF consistency test= 1 mark			
operation operation (Note: Ev surface v	ns and to minimize the pilferage du nal requirements. <i>Yen if the tag has a curved surface</i>	required to be as small and light as pouring operations while meeting all techn , the absolute volume covered by the ta d width of the tag and the height will be	ical, enviro ag after att	onmental and ached to a flat
		Between 90,000 and 70,000 = 2		
	Tag size in cubic millimeters	Between 70,000 and 50,000 = 4	10	
	(cub. mm)	Between 50,000 and 30,000= 6	ĨŬ	
		Less than 30,000 = 10	1	
	Tag weight in Grams (gms)	Between 100 and 70 = 2	10	

	Between 70 and 40 = 4		
	Between 40 and 20= 6		
	Less than 20 = 10		
5. Tech	nical proposal presentation	15	
А	Tag form-factor layout design and attachment Design	3	
В	Tagging applicator tool design and demo of tagging (Ease of operation)	5	
C	Tag Quality assurance plan	3	
D	Any achievement or success story of the applicant in similar assignment	4	
	TOTAL		100

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

Specific experience of the applicant related to the assignment Applicant's Tag customization Capabilities Technical, operational and environmental compatibility of the proposed tag (specification conformance) Tag design and specification evaluation and acceptance criteria. Existing deployment of similar tags from the proposed OEM in Indian sub continental environment. Any achievement or success story of the applicant in similar assignment Test report on tag read distance and read-counts (It should cover the test criteria and test scenario).
4. DLDSL will invite the applicants as part of the pre-qualification evaluation for the field

- 4. DLDSL will invite the applicants as part of the pre-qualification evaluation for the field trial of the proposed tag as per the timelines mentioned in the schedule section.
- 5. DLDSL will notify Applicants who fail to qualify the technical round about the same and their Financial Proposals will not be opened.
- 6. The applicants who score more than 80 (Eighty) points in technical round (technically qualified applicants) will be notified, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 7. The Financial Proposal will be opened in the presence of qualified Applicants' representative who choose to attend.
- 8. Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

- 9. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only.
- 10. The two "Technically qualified" Applicants who have submitted the lowest financial proposals will be considered to be the successful Applicants and will be invited for forming the panel of suppliers (the "Successful Applicants").
- 11. A panel will be constituted of L1 and L2 bidders wherein the L1 will be awarded minimum of 60% of the total required quantity of tags and L2 will be awarded up to 40% of the total quantity provided L2 can match the price of L1 bidder. If L2 cannot match the quote of L1, subsequent technically qualified bidder in the order of lowest quote shall be considered for up to 40% of the total quantity provided they match the quote of L1 bidder. In case, none of the L2 and subsequent bidders can match the L1 pricing, the panel will consist of only L1 bidder and the entire order shall be awarded to L1 bidder.

#### L) Award of contract

- 1. After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by DLDSL to the Successful Applicants of the panel and the Successful Applicants of the panel 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 Applicants of the panel is not received by the stipulated date, the DLDSL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by DLDSL on account of failure of the Successful Applicants to acknowledge the LOA, and the next highest ranking Applicant may be considered.
- 2. Performance Security: Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by DLDSL until the completion of the assignment by the supplier and be released 180 (One hundred eighty) days after the completion of the assignment.
- Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicants, it shall execute the Agreement within 15 (fifteen) days from the date of issue of LOA. The Successful Applicants of the panel shall not be entitled to seek any deviation in the Agreement.
- 4. Commencement of Assignment: The Successful Applicants of the panel are expected to commence the Assignment on the date of commencement of services as prescribed in the schedule of Contract. If the Successful Applicants of the panel fail to either sign the Agreement or commence the assignment as specified herein, DLDSL may invite the next ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the defaulting Applicant shall be liable to be forfeited by DLDSL.

#### M) Confidentiality

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

#### N) Fraud and corrupt practices

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

#### O) Pre-Bid meeting

- 1. Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.
- 2. The applicants who are interested in attaining the pre-bid meeting should confirm DLDSL about the participation one day prior the schedule. The confirmation can be sent to tenders@dldsl.in
- 3. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of DLDSL. DLDSL will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

#### P) Payment Term:

- 1. The supplier needs to raise the invoice within 15 days of the acceptance of material at site.
- 2. The invoice should be accompanied with the material acceptance report and the factory output quality check certificate based on the criteria defined in this RFP.
- 3. After verification of the documents and DLDSL will require 120 days of processing time for releasing the payment.

#### **Q)** Miscellaneous

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

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

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

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DLDSL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DLDSL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of DLDSL in relation to any matter concerning the Project;

(b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DLDSL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

# Section 4: Scope of work:

#### A) Detailed scope of work:

- Design the RFID tag in terms of form factor and specification through various engineering and proof of concept (POC) tests considering the technical and operational requirement of the LDB project. The tags are to be placed on the side wall surface of all the sea container.
- 2. Supply of the One-time use customized RFID tags (based on approval of DLDSL) at various port terminals in India.
- 3. Delivery of the materials on the date specified by DLDSL and mutually agreed by supplier and DLDSL post release of the confirmation / purchase order. The maximum lead time for 1st phase delivery of 2,50,000 (Two Lakh Fifty thousand )tags is four weeks from the date of Letter of Award. DLDSL can also consider the delivery weekly basis with requirement of 62,500 tags per week after the four weeks from the date of issuance of latter of award. The subsequent deliveries will be made within four weeks from the date of receiving the confirmation / PO from DLDSL. The procurement will be made as per project requirement and will be made over a period of maximum three years of signing of the contract.
- 4. Provide the design of an applicator to attach the proposed tag on metal surface of the sea container at an approximate height between 4 meters to 6 meters from the ground. The design of the tag and the applicator will be approved together through proof of concept (POC).
- 5. The procurement/leasing of the complete Bill of Material will be done in phase as per the site readiness and requirement.
- 6. The tags should have the warranty period of 2 year on tag material, sticking capability and readability from the date of delivery and 4 months once the tag placed on the container surface.
- The site locations for the material delivery will be the Port terminals. However, the exact site address details will be provided by DLDSL while releasing the purchase order for the site.
- 8. The acceptance of the delivered material will be considered based on the sample test done by the supplier by testing one tag of each package box as per the acceptance test cases defined by DLDSL. The test result should meet the specification criteria as defined in the RFP.
- 9. Delivery of the materials along with the related documents as per Technical Specification are the responsibility of the supplier.
- 10. The supplier shall ensure that all Products/equipment is supplied within the Implementation schedule agreed with DLDSL.

- 11. The supplier shall submit all the License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the DLDSL along with the supplied tags.
- 12. The Supplier shall provide a Manufacturer's Authorization of the RFID tags supplied.
- 13. The Supplier shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied equipment in the conditions prevailing across the country.
- 14. The supplier shall provide the Tag evaluation and quality criteria document mentioning all design aspects of the tags, all engineering tests going to be done before the production and all quality tests to be performed before shipment of the consignment.
- 15. During the material delivery, the supplier shall provide all related test reports and certificates, including factory test results based on the approved Tag evaluation and quality criteria document. The tags will not be accepted without the receipt of the mentioned documents.
- 16. The Supplier shall warrant that the materials delivered under the contract shall be as per the Service Level Requirements (refer Service Level segment). All the penalty clauses shall be applicable during the agreement Period in case of failure on part of the supplier.
- 17. The supplier shall assign a technical process consultant on their own expense after the signing of the agreement till the end of the project.
- 18. The supplier warrants that DLDSL shall not be charged additionally other than the cost of the tag as furnished in the financial proposal, by the supplier or the tag OEM for any cost incurred for designing and customization of the tags.
- 19. Even though DLDSL will approve the tag design submitted by supplier prior production, the supplier warrants that DLDSL can instruct the supplier to modify the design of the tag for the future consignments, after evaluating the technical and operational functioning of the previously supplied tags. The overall responsibility of the technical and operational workability of the tags lays with the supplier.
- 20. The tentative BoQ of the RFID tags:

One Time use RFID	50,00,000 No's (Approx.)
Tags	(In Words: Fifty Lakhs)

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

### B) Specification

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

RFID IC Memory Capacity	EPC - 96 bits User - 64 bits TID - 48 bits (Unique) (Writing capability of all memories should be locked during manufacturing)			
EPC Memory	The globally unique EPC code will be provided by DLDSL to the supplier for storing the same in the EPC memory during manufacturing of the tags.			
Customization	Ease of tagging on the upper side of the contained wall using an applicator, while the container is loade on truck or rail wagon. Approximate height of the attaching location is between 4 meters to 6 meters.			
Project Logo	The Project Name/Logo/ any other information that will be provided by DLDS needs to be printed/ embossed on the upper surface of the tags. A serial number (Approved by DLDS) needs to be printed on all tags and the serial number to EPC code mapping needs to be provided while delivering			
	the tags. "Do Not Remove" printing in multiple languages will be required on the surface of the proposed tag. The design sample will be provided by DLDS.			

#### C) Service Level

#### 1. Availability

#### a) Definition

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

#### b) Target

100% for all RFID tags

c) Liquidated Damages

If any tag fails during the sample test ( One tag will be picked randomly from ten thousand tags) by DLDS at the time of delivery, the whole delivery needs to be replaced

within 15 calendar days and 5% of the PO value of the delivery will be charged as Liquidated Damages.

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

#### 2. Timeliness of Delivery

#### a) Definition

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

#### b) Liquidated Damages

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

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

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

# Section 5: Standard Forms for proposal submission:

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

[Location, Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

D

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India

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

Dear Sir,

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

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

Further:

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

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

3. We shall be available in person at the pre-schedule time and venue communicated by DLDSL to us for the field trial of our proposed tag as a part of pre-qualification process. We acknowledge that our proposal will be automatically disqualified if we fail to be present in person for the field trial of proposed RFID tag.

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

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

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

contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We declare that:

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

b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;

c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DLDSL or any other public sector enterprise or any government, Central or State; and

d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the supplier, without incurring any liability to the Applicants.

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

10. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Supply for the Project or which relates to a grave offence that outrages the moral sense of the community.

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

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

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

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

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

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

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

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

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

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

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

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

We remain, Yours sincerely,

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

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

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

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

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

-EXHIBIT PROJECTS IN THE PREVIOUS YEAR.

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

### Form Q3: Pre-qualification Proposal (Annual Turnover)

Sr. No	Financial Year	Annual turnover of the applicant (INR or USD)
1	2016- 2017	

#### Certificate from the Statutory Auditor

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

Name of Authorized Signatory Designation Name of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

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

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

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

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

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

□ ■ EXHIBIT PROJECTS IN THE PREVIOUS YEAR.

SI NO	Client's Name	Last delivery date	Tag Description	Tag Make/Model	Tags used for	Quantity
	ТС	DTAL				

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

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

# Manufacturer's Authorization

Invitation for Bids Title and No.:

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India

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

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

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

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

Name :

In the capacity of :

Signed

# Form Q6: Bank Guarantee for Bid Security

BG No. Date:

1. In consideration of you DLDSL, a company incorporated under the Companies Act, 1956, expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Supplier for [name of assignment] (hereinafter referred to as the "supplier") pursuant to the RFQ cum RFP Document dated [date] issued in respect of the supply and other related documents including without limitation the draft contract for the services (hereinafter collectively referred to as "RFQ cum RFP Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ cum RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

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

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

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

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

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

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

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

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

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

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

Signed and Delivered by [name of bank] By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

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

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

# Form T1: Technical Proposal Submission

[Location, Date]

Τo,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India

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

Dear Sir,

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

We are submitting our Proposal as sole applicant.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ cum RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFQ cum RFP. We understand you are not bound to accept any Proposal you receive.

Further:

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

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

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

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

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

6. We declare that:

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

b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;

c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DLDSL or any other public sector enterprise or any government, Central or State; and

d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the supplier, without incurring any liability to the Applicants.

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

9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the 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 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 supply for the Project is not awarded to us or our proposal is not opened or rejected.

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

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

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

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

18. Please find our reply to technical evaluation criteria below:

Sr. No.	Particulars	Applicant's comment	Supporting document Submitted
1. Specific assignme	experience of the applicant in similar nt		
а	No. of projects the applicant has supplied RFID tags for tracking purpose (Delivery of less than 40,000 RFID tags for any project will not be considered. Delivery to a single client through multiple POs for a particular project will be considered as single project )		
В	The cumulative number of RFID tags supplied by the supplier for various projects globally.		
2. Technical, operational and environmental compatibility of the proposed Tag			
A	Conformance of the Physical and Technical Specification of the proposed tag with the specification as mentioned in this RFP		
В	Conformance of the Environmental Specification of the tag with the specification as mentioned in this RFP		
3. Tag manufacturer's experience and capability			
а	Maximum number of One time use RFID tags manufactured by the manufacturer for a single project/assignment.		
b	Establishment of manufacturing unit of the OEM		

с	Engineering lab test capability of manufacturer:		
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We remain, Yours sincerely,

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

# Form F1: Financial Proposal Submission Form

[Location] [Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110021, India

Dear Sir,

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

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

The pricing provided in the financial proposal covers all cost components that including, but not limited to applicable taxes, duties, levies, permit fees, entry fees, transportation charges, equipment insurance fees, custom duty, handling charges, etc. except the GST shall be paid as per applicable rates.

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

We remain, Yours sincerely,

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

# Form F2: Summary of Costs

Cost of each RFID Tag	INR	
	(In WORDS: INR )	

**Note:** All the above charges shall be inclusive of all cost components that including, but not limited to applicable taxes, duties, levies, permit fees, entry fees, transportation charges, equipment insurance fees, custom duty, handling charges, etc. except the GST shall be paid as per applicable rates.

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

# "Annexure-A"

### Tips to bidders

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

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

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

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

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

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

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

#### 2. Tender search

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

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

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

#### 3. Preparation of bids

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

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

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

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

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

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

-Prepare the technical bid document and then convert into PDF

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

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

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

#### 4. Submission of bids

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

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

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

-If a standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online,

without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

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

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

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

#### 5. Password maintenance

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

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

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

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

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

## 6. About DSC

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

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

-Bidders have to procure Class2or 3 signing certificates only. Only Class 2 or 3 is valid for etendering purpose.

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

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

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

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

## 7. DSC providers for Private firms

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

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

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

## 8. Advantage of "My Space" on CPP Portal

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

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

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

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

## 9. System requirements

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

-Loaded JRE 1.6 or above

-Antivirus Software with latest definition.

-Internet connectivity

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

DMICDC Logistics Data Services Limited.

#### 10. Assistance to Bidders

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

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