

Request for Qualification cum Request for Proposal

Supply of RFID readers For Logistics Data Bank (LDB) Project in Western Logistics Corridor of India.

TENDER No. DLDSL/16-17/IT/003 DATE: 22/02/2017

DMICDC Logistics Data Services Limited (DLDSL)

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

Disclaimer

The purpose of this RFP is to provide the Supplier with information that may be useful to them in making their technical and financial proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DLDSL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that Supplier may require. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Supplier should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. The Supplier assumes all risks associated with the Project and no adjustments will be made based on the Supplier's interpretation of the information provided. Information provided in this RFP to the Supplier is on a wide range of matters, some of which depends upon interpretation of law. 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 law expressed herein. DLDSL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Supplier upon the statements contained in this RFP. The issue of this RFP does not imply that DLDSL is bound to select a Supplier or to appoint the selected Consortium or Contractor as the case may be, for the project and DLDSL reserves the right to reject all or any of the proposals of Supplier without assigning any reason whatsoever. DLDSL, its employees, consultants or other authorized representative of DLDSL make no representation or warranty and shall incur no liability under any law, statute, rules or regulations, tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the proposal stage, or any claim the Supplier may make in case of its failure to understand the requirement and make the proposition.

This document is not intended to be, and do not constitute, a legally binding contract or commitment to enter into any agreement of any kind, and neither Party will be obligated to the other whatsoever until all necessary Definitive Agreements are negotiated, approved by the necessary management levels of each Party, and executed and delivered by authorized representatives of both Parties. Notwithstanding the non-binding nature of these Terms, the provisions of these Terms related to confidentiality will be binding and effective in the event that Definitive Agreements are not reached on or before.

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Section 1: LETTER OF INVITATION:

1.1 Introduction:

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

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

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

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

1.2 Objective

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

1.3 The RFQ CUM RFP includes the following documents:

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

All clarifications/ corrigenda will be published only on the DLDSL and DMICDC website. The official website for accessing the information related to this RFQ cum RFP is: www.dldsl.in and www.dmicdc.com.

Note: From the "Home" page access the "Tenders" section to access all the uploaded documents related to this RFQ cum RFP.

Yours sincerely,
CEO
DLDSL

Section 2: SCHEDULE OF THE TENDER:

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

A	Tender No.	DLDSL/16-17/IT/003
B	Bid Security Fee	INR 1,000,000.00 (INR Ten Lakhs)
C	Bid Processing fee	INR 100,000.00 (INR One Lakh)
1	Date of RFQ cum RFP available to parties to download at www.dldsl.in and www.dmicdc.com	22 Feb 2017
2	Last date for receiving queries/requests for clarifications.	24 Feb 2017
3	Date and venue for pre-bid meeting	01 Mar 2017, 4.00 PM, Venue: DMICDC Logistics Data Services Limited (DLDSL) Delhi Mumbai Industrial Corridor Development Corporation Limited, Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50 B Chanakyapuri, New Delhi – 110021, India
4	Date of Pre-bid query response publish in DLDSL and DMICDC website	03 rd March 2017
5	Last date for receipt of proposals and related fees by DLDSL.	15 March 2017 till 4.00 PM <i>(Any proposal received after this timeline will automatically be disqualified)</i>
6	Date & Time of opening of financial proposal.	Will be notified by DLDSL to qualified applicants.
7	Work Completion period	3 weeks for first phase of delivery after issuing the Letter of Award and 5 weeks for subsequent delivery phases upon confirmation / release of Purchase Order

		(PO) by DLDSL. The procurement for the entire order quantity will be made over a period of maximum three years of signing of the contract.
8	Validity of the tender and applicant's proposal	180 Days from the technical proposal opening date.

Section 3: Instruction to Applicants:

A) Bid submission:

1. 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 hardware. The term "Bidder" and "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 applicant.
2. Website for accessing RFP is: www.dldsl.in and www.dmicdc.com.
The applicants need to submit the proposals in the sealed envelopes as mentioned in this RFP. The bidding timelines are mentioned in the schedule section.
3. Techno-commercial bid will be opened on specified date and time as given in this RFP.
4. Financial proposal will be opened only for those applicants whose Technical proposal is found to be technically acceptable by DLDSL.
5. The financial proposal will be received in both CAPEX and OPEX model from the participants. DLDSL will take the decision on the procurement model before the opening of the financial proposal.

B) Bidding Fees:

1. Processing Fee:

The proposal submissions will necessarily have to be accompanied with a Bank Draft of INR 100,000.00 (INR One Lakh) only in favor of "DMICDC Logistics Data Services Limited", payable at New Delhi, India, as a non-refundable processing fee.

2. Bid Security:

The Earnest Money Deposit (EMD) as bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favor of 'DMICDC Logistics Data Services Limited', valid for 180 (one hundred and eighty) days from the Proposal submission date, payable at New Delhi, for the sum of INR 1,000,000.00 (INR Ten Lakhs) Only shall be required to be submitted by each Applicant.

The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and attached with the envelope containing the Pre-qualification Proposal marked as "RFQ – [name of assignment]" and "Not to be opened except in the presence of evaluation committee". Bids received without the specified Bid Security will be summarily rejected.

The DLDSL will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but 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:

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

- a) will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - b) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
3. Right to reject any or all Proposals:
- a) Notwithstanding anything contained in this RFQ cum RFP, DLDSL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - b) Without prejudice to the generality of above, DLDSL reserves the right to reject any Proposal if:
 - i) at any time, a material misrepresentation is made or discovered, or
 - ii) the Applicant does not provide, within the time specified by DLDSL, the supplemental information sought by DLDSL for evaluation of the Proposal.
 - c) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then DLDSL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of DLDSL, including annulment of the Selection Process.
4. The applicant is required to follow the highest level of work ethics, if any member of the applicant's organization has a Conflict of Interest or indulge in "Prohibited Practices"; the proposal is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal submission Date, it would not be eligible to submit a Proposal.
5. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DLDSL or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.
6. After submission of the proposals of each phase by the applicant, to the satisfaction of DLDSL, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the applicant shall, on receipt of written request from DLDSL, furnish such clarification to the satisfaction of DLDSL within five (05) working days without any extra charge.
7. The selected supplier shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DLDSL and the Project.

8. Acknowledgement by Applicant :

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

D) Selection Process:

1. DLDSL has adopted a three stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes.
2. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Request for Qualification (RFQ) along with the processing fee and bid security fee as prescribed in this RFQ cum RFP document.
3. The Technical Proposal and Financial Proposal shall be separately placed in sealed envelopes titled Request for Proposal as prescribed in this RFQ cum RFP document. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ cum RFP.
4. Subsequently, the technical evaluation as specified in this RFQ cum RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared.
5. The Financial Proposals of only technically qualified Applicants will be opened. Proposals, which are technically qualified, will finally be ranked according to the lowest financial bid as first. The first ranked Applicant (the "Selected Applicant") shall be issued the Letter of Award (the "LOA") while the second ranked Applicant will be kept in reserve till the Selected Applicant provides written acceptance of the LOA.
6. No Applicant shall submit more than one Applications.

7. The applicant should have the original manufacturer's Authorization form (MAF) from the OEM of the proposed equipment. The manufacturers of the proposed equipment can also participate as an applicant and submit the proposal. However, this will not restrict the manufacturer's authorized suppliers whom the MAF has been issued to participate as a competitor entity for this tender.

E) Clarification and amendment of RFQ cum RFP documents

1. Applicants may seek clarification on this RFQ cum RFP document no later than the date specified in the schedule of tender. The DLDSL reserves the right to not entertain any queries post that date. The Applicants are requested to submit a 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.
 Delhi Mumbai Industrial Corridor Development Corporation Limited,
 Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
 50B Chanakyapuri, New Delhi – 110011, India
 Phone: 011-26118884-8
 Fax: 011-26118889
 Email: tenders@dldsl.in

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

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

3. DLDSL will endeavor to respond to the queries not later than the date mentioned in this RFQ cum RFP. DLDSL will post the reply to all such queries on its official website.
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 chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

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

F) Eligibility of applicants:

1. The Applicant for participation in the Selection Process, should be a single entity.
2. An Applicant may be a company incorporated under the Companies Act 1956 / 2013 or a body corporate incorporated under the applicable laws of its origin.
3. An Applicant shall not have a conflict of interest that may affect the Selection Process for identifying the equipment supplier (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to DLDSL for, inter alia, the time, cost and effort of DLDSL including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to DLDSL hereunder or otherwise.
4. Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) the Applicant, and any other Applicant, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
 - b) a constituent of such Applicant is also a constituent of another Applicant; or
 - c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

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

G) Preparation of proposal:

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

7. Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative as detailed below:
 - a) by the proprietor in case of a proprietary firm;
 - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a 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 all duties, permit fees, transportation fees, equipment insurance associated with the Assignment except Service Tax and VAT, which shall be paid as applicable rates. While submitting the Financial Proposal, the applicant shall ensure the following:
 - a) All the costs associated with the Assignment shall be included in the Financial Proposal.
 - b) The Financial proposal needs to be submitted both for OPEX and CAPEX models. In case the same is not submitted in both the models, the proposal shall not be acceptable.
 - c) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - d) The Financial Proposal in OPEX model shall take into account all the expenses including but not limited to delivery, warranty and AMC of the materials etc. and equipment insurance throughout it's life, levies and other impositions applicable under the prevailing law on the supplier.
 - e) The Financial proposal in CAPEX model shall take into all the expenses of delivery, warranty and AMC of the materials

11. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ cum RFP.
12. Applicants shall express the price (including break down of their costs) in Indian Rupees.
13. Applicants must do their due diligence about the tax implications and DLDSL will not be liable for any incident.
14. The Proposals must remain valid for a period as specified in the schedule section. During this period, the selected supplier is expected to keep available the professional staff proposed for the assignment. DLDSL will make its best effort to complete contract signing within this period. If DLDSL wishes to extend the validity period of the proposals, it may ask the selected supplier to extend the validity of their proposals for a stated period. The suppliers, who does not agree, have the right not to extend the validity of their proposals.

H) Submission, receipt and opening of proposals

1. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.
2. An Authorized Representative of the Applicant should initial all pages of the Pre-Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
3. The Applicant shall submit **two (2) copies of Pre-Qualification Proposal (one original and one copy), two (2) copies of Technical Proposal (one original and one copy) and one copy of Financial Proposal. One soft copy in a PDF format of both Pre-Qualification and Technical Proposals shall also be submitted by the Applicant.** The Pre-Qualification, Technical and Financial Proposals must necessarily be "Hard Bound" separately and all pages serially numbered. "Hard Bound" implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.

Envelope 1: The Pre-Qualification Proposal with Processing Fee shall be placed in a sealed envelope clearly marked "**RFQ– [Tender Number]**".

Envelope 2: The Bid Security, and the Technical Proposal placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL– [Tender Number]**", and the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL – [Tender Number]**" shall be placed in a sealed envelope clearly marked "**RFP – [Tender Number]**".

The two sealed envelopes (RFQ and RFP) shall be placed into an outer sealed envelope bearing the submission address, name of assignment and marked "**DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

4. Proposal submissions:

Envelope	Contents	Forms and presentations	Supporting Documents
Outer Envelope	Request for Qualification (RFQ) and Request for Proposal (RFP)		Should not contain any supporting document
RFQ Envelope	Processing Fee (Separately sealed envelope)		Should not contain any supporting document
	Pre-Qualification Proposal - (Separately sealed envelope) Two copies, one original and other photo copy of the original document.	Q1, Q2, Q3, Q4, Q5, Q6	Company Incorporation certificate, proof of registered office in India, Service tax and VAT registration certificate, Audited balance sheets for last two FYs, Purchase orders as proof of project and RFID 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.
RFP Envelope	Bid Security (Separately sealed envelope)		Should not contain any supporting document
	Technical Proposal (Separately sealed envelope) - Two copies, one original and other photo copy of the original document	T1, T2, Technical proposal, specification conformance	All supporting document as proof for the technical evaluation scoring. Without supporting document,
	Financial proposal (Separately sealed envelope) – Original document only	F1, F2	Should not contain any supporting document

5. Submission address:

**CEO, DMICDC Logistics Data Services Limited.
Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110011, India
Phone: 011-26118884-8
Fax: 011-26118889
Email: tenders@dldsl.in**

The information on the outer envelope should also include tender number and Name of the assignment.

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

6. After the deadline for submission of proposal the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP envelope containing the Bid Security, Technical and Financial Proposals shall remain sealed.
7. After the Proposal submission until the contract is awarded, if any applicant wishes to contact DLDSL on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence DLDSL during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the applicant's proposal.

I) Proposal evaluation

1. As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria.
2. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the "Shortlisted Applicants"), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ cum RFP document.
3. Prior to evaluation of Proposals, DLDSL will determine whether each Proposal is responsive to the requirements of the RFQ cum RFP at each evaluation stage as indicated below. DLDSL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:
 - a. RFQ Stage
 - i. The Pre-Qualification Proposal is received in the forms as provided in this RFQ cum RFP;
 - ii. it is received by the Proposal Due Date including any extension thereof in terms hereof;
 - iii. it is accompanied by the Processing Fee and Bid Security as specified in this RFQ cum RFP;
 - iv. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
 - 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 is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP;
- iv. it does not contain any condition or qualification; and
- v. It is not non-responsive in terms hereof.

Financial Proposal:

- i. The Financial Proposal is received in the forms specified in this RFQ cum RFP and fully filled with proposals of both CAPEX and OPEX purchasing model. The financial proposal which doesn't have the pricing for both CAPEX and OPEX Purchasing model will be considered as non-responsive and will be disqualified.
 - ii. it is received by the Proposal Due Date including any extension thereof in terms hereof.
 - iii. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ cum RFP.
 - iv. it does not contain any condition or qualification; and
 - v. 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. In such cases, the RFP envelope containing the Technical Proposal, Financial Proposal will be returned unopened after issue of Letter of Award to the selected bidder.

J) Minimum Qualification Criteria:

S. No.	Prequalification requirement	Supporting documents to be attached
1	A local or global Firm established in India or a Company incorporated and registered in India under the Companies Act, 1956; should have a registered office in India and in existence for last 3 years (as on 31-01-2017).	Documentary proof (copy of certificate of incorporation and proof of registered office) shall be submitted as part of the Bid documents.
2	Applicant shall have an average annual turnover of at least INR 50 million or equivalent in US Dollars for last two financial years (2015-16 and 2014-15).	Applicant shall submit copies of audited Balance Sheets for last two years. In case applicant's FY does not coincide with FY mentioned in previous column, applicant can submit copies of balance sheets applicable to their latest two financial years.

3	The applicant as prime supplier should have supplied to minimum of 2 different clients in last 3 years from the Infrastructure and/or Transportation sector	Copy of purchase orders from 2 different customers should be submitted as supporting document.
4	The applicant should have supplied at least 50 RFID readers for outdoor usage as part of its installed base, in the last 3 years.	Copy of purchase orders totaling at least 50 RFID readers for outdoor usage should be submitted as supporting document.
5	The applicant should have the original Manufacturers Authorization Form (MAF) provided by the original equipment manufacturer (OEM) of the proposed readers, antennas and related accessories to submit the technical and financial proposals related to their products as a response to this RFP.	Applicant must submit the MAF as per the format provided in this RFP. If the Applicant is the OEM of the proposed readers, antennas and related accessories, a self-declaration clearing mentioning all the requirements as mentioned in the MAF format can suffice the purpose.
6	The applicant should have a back-end support agreement/arrangement for Services and supports including supply of spare parts etc. with the Original Equipment Manufacturers (OEMs). The OEM should have their own service center across India at least for the last 5 years.	Applicant must submit the Agreement letter between the OEM and supplier (Applicant) for support and services of the supplied readers agreed between the two parties. The letter should clearly state the service levels to be provided by the OEM for this assignment, The subject line should clearly refer to the tender number of this RFQ Cum RFP. If the Applicant is the OEM of the proposed readers, antennas and related accessories, a self-declaration clearing mentioning all the requirements can suffice the purpose. The agreement should clearly define about OEM's service centers and their duration of functioning.
7	The Original Equipment Manufacturer of the readers (OEM) proposed by the supplier should be ISO 9001:2000 Process Certified for manufacturing.	The applicant must submit the copy of certification.
8	The supplier should not be under a declaration of ineligibility for corrupt and Fraudulent practices issued by Indian Govt. or legal authorities.	The applicant must submit the undertaking sufficing this requirement.
9	The Supplier must have a valid Service Tax Registration/ VAT registration in India	The applicant must submit the copy of service tax / VAT registration.

K) Technical Evaluation Criteria:

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

Sr. No.	Particulars	Points System	Max. Mark	Supporting Document
1. Specific experience of the applicant in similar assignment			25	
a	No. of projects the applicant has supplied RFID readers for outdoor use (Delivery of less than 5 readers for any project will not be considered. Delivery to a single client through multiple POs for a particular project will be considered as single project)	5 or more = 5 marks 3 or More but less than 5 = 3 marks 1 or more but less than 3 = 1 mark No project = 0 marks	5	Purchase order or Experience certificate from the client
b	The cumulative value of the IT project contracts the applicant has executed in OPEX model.	More than INR 80 Cr = 10 marks Between INR 51 Cr and INR 80 Cr = 8 Marks Between INR 11 Cr and INR 50 Cr = 4 Marks Between INR 1 Cr to INR 10 Cr = 2 Marks	10	Contract copy confirming the value of the agreement and terms of payment
c	The cumulative number of RFID readers supplied by the supplier for various projects in India.	More than 300 = 10 Marks Between 150 and 299 = 6 Marks Less than 150= 4 Marks	10	Purchase order or Experience certificate from the client confirming the reader quantity.
2. Technical, operational and environmental compatibility of the proposed hardware			25	
a	Conformance of the Specification of the proposed fixed reader with the specification as mentioned in this RFP	100 % = 10 marks Between 90% to 99% = 6 marks Between 80% to 89% = 2 marks Less than 80% = 0 marks	10	Specification conformance report for fixed reader
b	Conformance of the Specification of the proposed antenna with the specification as mentioned in this RFP	100 % = 10 marks Between 90% to 99% = 6 marks Between 80% to 89% = 2 marks Less than 80% = 0 marks	5	Specification conformance report for antenna
c	Conformance of the Specification of the proposed handheld reader with the specification as mentioned in this RFP	100 % = 10 marks Between 90% to 99% = 6 marks Between 80% to 89% = 2 marks Less than 80% = 0 marks	10	Specification conformance report for handheld reader
3. Hardware manufacturer's experience and capability			30	
a	No. of large scale projects, the RFID readers of the OEM have been implemented in India (Projects with 100+ readers implementation will only be considered)	5 or more = 10 marks 3 or More but less than 5 = 6 marks 1 or more but less than 3 = 2 marks No project = 0 marks	10	Undertaking from the OEM confirming the name of the projects and reader quantity with reader's model number.

b	Warranty period committed by the OEM	8 years or more = 5 marks	5	Warranty agreement between OEM and supplier
		6-7 years = 3 marks		
		3-5 years = 1 mark		
		less than 3 years = 0 mark		
c	The support type committed by the OEM during warranty period	Advance replacement for the faulty device = 5 marks	5	Support agreement between OEM and supplier
		Replacement after receipt of the faulty device = 3 Marks		
		No Replacement. Repair and return after receipt of the faulty device = 1 Marks		
		No support agreement = 0 marks		
d	Global brand value of the proposed OEM		2	
	All proposed hardware are manufactured by the same OEM		3	
	OEM should have Service center in India for last 5 years		3	Undertaking by OEM
	OEM's investment in R&D		2	Undertaking by OEM
4. Technical proposal presentation			20	
a	Material acceptance plan		4	
b	Quality assurance plan		4	
c	Faulty Material repair and replacement strategy		4	
d	Test report on tag read distance and read-counts (#)		4	
f	Any achievement or success story of the applicant in similar assignment		4	
TOTAL			100	

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

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

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

Applicant's Experience on similar assignments

Applicant's Equipment supply Capabilities

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

Support services of the proposed hardware OEM in India

Existing deployment of the proposed hardware in India

Any achievement or success story of the applicant in similar assignment

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

4. DLDSL will notify Applicants who fail to qualify the technical round about the same and return their Financial Proposals unopened after completing the selection process.
5. The applicants who score more than 90 (Ninety) points in technical round (technically qualified applicants) will be notified, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
6. The Financial Proposal will be opened in the presence of qualified Applicants' representative who choose to attend.

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

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

L) Award of contract

1. After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by DLDSL to the Successful Applicant and the Successful Applicant shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the DLDSL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by DLDSL on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
2. Performance Security: Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder the Performance

Security will be retained by DLDSL until the completion of the assignment by the supplier and be released 180 (One hundred eighty) days after the completion of the assignment.

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

M) Confidentiality

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

N) Fraud and corrupt practices

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

O) Pre-Bid meeting

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

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

P) Payment Term and Termination Event:

1. In case of OPEX model, DLDSL will make the payment quarterly basis to the supplier based on the agreed monthly leasing fee. The supplier needs to raise the invoice at the end of the quarter to DLDSL. DLDSL will require 30 days of processing time for releasing the payment.
2. In case of CAPEX model, the supplier will raise the invoice within 15 days after acceptance of the material. DLDSL will require 120 days for processing the payments from the date of receiving the invoice and required support documents.
3. The liquidated damages (If any) incurred by the supplier in the previous quarter will be recovered from the total leasing fees of the quarter to be paid by DLDSL to the supplier.
4. In case of OPEX purchasing model, in the event of termination of the project due to any reason other than the non-performance of the supplier, DLDSL will make the payment of leasing fees of the remaining leasing period of the material in one instance in an adjusted amount for discounting of 10% of leasing fee to close the termination process. In such event, the ownership of the materials will be transferred as DLDSL's asset.

Q) Miscellaneous

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

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

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

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

Section 4: Scope of work:

A) Detailed scope of work:

1. Supply of the RFID fixed readers and handheld readers and related accessories at various project sites of DLDSL in the states of Maharashtra, Gujarat, Rajasthan, Delhi, Uttar Pradesh, Madhya Pradesh and Haryana and other states of India as per requirement.
2. Delivery of the materials on the date specified by DLDSL and mutually agreed by supplier and DLDSL post release of the purchase order.
3. The procurement/leasing of the complete Bill of Material will be done in phase as per the site readiness and requirement.
4. The site locations for the material delivery are the toll plazas, CFS/ICDs and Port terminals in the states mentioned above. However, the exact site address details will be provided by DLDSL while releasing the purchase order for the site.
5. The acceptance of the delivered material will be considered based on the functioning of the material on first time installation by DLDSL or its vendor.
6. Delivery of the materials along with the related documents as per Technical Specification are the responsibility of the supplier.
7. The supplier shall ensure that all Products/equipment is supplied within the Implementation schedule agreed with DLDSL.
8. The supplier shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the DLDSL along with the supplied products/equipment. Supplier should provide patches, security updates, hotfixes, etc. from the principal manufacturer at no additional cost to DLDSL. It is the responsibility of the supplier to ensure that the principal manufacturer is providing all necessary support for integration of the equipment with DLDSL's any existing or new application.
9. The Supplier shall provide a Manufacturer's Authorization of the system software and hardware supplied.

10. The Supplier shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied equipment in the conditions prevailing across the country.
11. The Supplier shall warrant that the materials delivered under the contract shall be as per the Service Level Requirements (refer Service Level segment). All the penalty clauses shall be applicable during the agreement Period in case of failure on part of the supplier.
12. During the lease/ warranty/AMC period, the supplier should ensure services from Hardware OEM / OEM certified service providers of the highest service standards. For handheld readers, the service support should also include wear and tear and accidental damages. The Supplier should ensure that experienced, certified and qualified service engineers are present on 24 X 7 basis all throughout the lease Period.
13. The Supplier shall supply the following sets of documents. All documents shall be in English language.
 - o Installation manual
 - o Overall equipment specification and description of hardware, software, explaining facilities, functions and principles
 - o Equipment installation drawings
 - o Installation instructions and testing procedures
 - o Equipment troubleshooting instructions including Fault Dictionary
 - o Operations Manual
 - o Acceptance test cases
 - o Incident escalation matrix
14. A set of Factory Test results of the equipment together with information on the method of the testing shall be supplied.
15. The supplier shall ensure that there is no end of support from the OEM for the materials supplied to DLDSL till the end of the lease/AMC period.
16. The tentative site implementation schedule is as mentioned below:

Site Type	Nos.
Port Terminal	5
Toll Plaza	12
CFS/ICD	30

Quantities mentioned in the above are indicative. Supplier need to quote rates and total cost for these items considering the possibility of variations of 20% in the mentioned quantity.

The procurement will not be done in a single instance. Based on the clarity of site layout and status of civil infrastructure, a phase-wise shipment plan of material will be finalized.

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

B) Specification

1. Fixed reader

Accessories	Reader (Indoor Unit), Power adaptor with Indian standard power plug, and other installation accessories.
Ports	Should support 4 or more ports per reader
Antenna Mode	Monostatic & Bistatic
Processor	PXA270 @ 620 MHz or better
Memory	Flash 128 MB; DRAM 128 MB or better
Environment	Non-AC, Dusty environments such as toll plazas, CFS/ICDs
Application	Dense tag environments
Housing	Aluminum
	IP53 or better
Dimensions	Small Installation Footprint
Connectivity	10/100 BaseT Ethernet
	(RJ45); USB Host & Client
	(Serial (DB9))
Operating Temp	-4°to +131° F
	-20°to +55° C
firmware and Management protocol supported	Remote firmware management capability using web browser and web tools and RM 1.0.1 (with XML over HTTP/HTTPS and SNMP binding)
Host Interface Protocol	LLRP + RM
API Support	.NET and C
Max Receive Sensitivity	100 dbi or more bi-static, 80 dbi or more monostatic
ISO standard	ISO 180006C (EPC Class 1 Gen 2) ISO 180006B
Power Output	+10dBm to +33dBm
Specific Absorption Ratings	complies to FCC 47CFR2:OET Bulletin
	65; EN 50364
Humidity	5% to 95% non-condensing

Safety and health	IEC 60950-1 , UL 2043
service center	OEM should have in country service center
toll free number	OEM should have toll free number easily accessible to partners and customer for online support
Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Regulatory compliances	Safety: Safety UL 60950-01, UL 2043, IEC 60950-1, EN 60950-1 Other: ROHS, WEEE

2. Antenna:

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

3. Handheld RFID reader:

Accessories	Handheld reader, battery and charger with Indian standard power plug
Processor :	1 Ghz or better
Memory :	512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better
Interface :	USB 2.0 Host USB 2.0 Client
Wireless :	WWAN - 4G/HSPA/GPRS/3.5G, WLAN 802.11 a/b/g/n ready
Communication:	USB 2.0, Bluetooth Class II, v2.1 (EDR)
Power :	Min. 3600 mAh Li-Ion rechargeable battery for minimum 8-10 hrs of use in the field

Camera	Integrated Camera with Flash
Display and Keypad	3.5 in. or more color VGA display
	Qwerty Keypad Physical and Virtual readable in sunlight
Indications	Indication on device for Charging, low battery, connectivity etc.
Dimensions and Weight:	less than 1 kg (excluding accessories)
Ruggedness	IP 67 or better with Multiple 6 ft. per MIL-STD 810G across the operating temperature range.
Install base	suggested model should have 50000+ units installed globally by OEM
RFID band	As permitted by Govt. regulatory in India
Antenna Type	Omni directional integrated
RFID Standards supported	EPC Class 1 Generation 2 supported
Reading distance	contact to 3 meters or more
EM/EMC	ICES 003 Class B; EN 301 489-1; EN 301 489-3; EN 55022; EN55024
Environmental	RoHS/WEEE compliant
Reading accuracy on Continuous power "ON"	The device should have designed to be powered on throughout its life. The device should not hang or restart automatically due to whatever reason.
Service support	Support including wear and tear and accidental damages to be provided by supplier.
Service center	OEM should have in country service center with proven track record of operating service center for last 5 years
Battery Chargers/ Cradles:	4-slot battery charger;

C) Service Levels

1. Equipment specification:

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

b. Liquidated Damage:

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

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

In case of CAPEX purchasing Model: For every incident of downtime due to failure of meeting the specifications, Rs. 10,000 of penalty will be levied as Liquidated Damages to the supplier.

The total amount of such Liquidated Damages per month would be limited to maximum 10% of the entire contact value.

2. Service Support

a. Target:

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

b. Liquidated Damage:

In case of OPEX purchasing Model: For every incident of breaching of service support, 0.5% of the dues (equivalent to the sum of monthly leasing charge of the component) will be deducted as Liquidated Damages from payables due to the supplier. Additional 0.5% of dues will be deducted per day for every 24 Hr delay in replacement or repair of the faulty device after the third day of the incident reporting.

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

In case of CAPEX purchasing Model: For every incident of breaching of service support, Rs. 10,000 of penalty will be levied as Liquidated Damages to the supplier. Additional Rs. 5,000 of penalty will be levied per day for every 24 Hr delay in replacement or repair of the faulty device after the third day of the incident reporting.

The total amount of such Liquidated Damages per month would be limited to maximum 10% of the entire contact value.

3. Timeliness of Delivery

a. Definition

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

b. Liquidated Damages

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

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

Section 5: Standard Forms for proposal submission:

Form Q1: Pre-Qualification Proposal Submission Form

[Location, Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110011, India

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

Tender No.: []

Dear Sir,

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

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

Further:

1. We acknowledge that DLDSL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Supplier, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the supplier for the aforesaid Project.
3. We shall make available to DLDSL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DLDSL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

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

6. We declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RFID Fixed reader:

RFID Antenna for fixed reader:

RFID handheld reader:

We remain,
Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

Form Q2: Pre-qualification Proposal (eligible projects)

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

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

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

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

SI No	Financial Years	Average Annual turnover of the applicant (INR or USD)
1	2013-2014	
2	2015-2016	
	Average for two years	[indicate sum of above divided by 2]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory
Designation
Name of firm

Signature of Authorized Signatory
Seal of Audit firm

Note:

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

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

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

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

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

Name of Authorized Signatory
Designation
Name of firm

Form Q5: Pre-qualification Proposal (Manufacturers Authorization)

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

Manufacturer's Authorization

Invitation for Bids Title and No.:

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110011, India

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

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

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

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

Supply of RFID readers For Logistics Data Bank (LDB) Project in Western Logistics Corridor of India.

Name :

In the capacity of :

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

[Location, Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110011, India

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

Tender No.: []

Dear Sir,

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

Name of Authorized Signatory

Designation

Form T1: Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you DLDSL, a company incorporated under the Companies Act, 1956, having its registered office Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave, 50B Chanakyapuri, New Delhi – 110011 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Supplier for [name of assignment] (hereinafter referred to as the “supplier”) pursuant to the RFQ cum RFP Document dated [date] issued in respect of the supply and other related documents including without limitation the draft contract for the services (hereinafter collectively referred to as “RFQ cum RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ cum RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ cum RFP Document.

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

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and

comply with the terms and conditions contained in the RFQ cum RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ cum RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

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

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

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

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

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

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

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

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

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

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

Signed and Delivered by [name of bank]

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

(Signature of the Authorised Signatory) (Official Seal)

Notes:

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

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

Form T2: Technical Proposal Submission

[Location, Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110011, India

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

Dear Sir,

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

We are submitting our Proposal as sole applicant.

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

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

Further:

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

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

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

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

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

6. We declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sr. No.	Particulars	Applicant's Reply	Supporting Document submitted
A. Specific experience of the applicant in similar assignment			
1	No. of projects the applicant has supplied RFID readers for outdoor use (Delivery of less than 5 readers for any project will not be considered. Delivery to a single client through multiple POs for a particular project will be considered as single project)		
2	The cumulative value of the IT project contracts the applicant has executed in OPEX model.		
3	The cumulative number of RFID readers supplied by the supplier for various projects in India.		
B. Technical, operational and environmental compatibility of the proposed hardware			
1	Conformance of the Specification of the proposed fixed reader with the specification as mentioned in this RFP		

2	Conformance of the Specification of the proposed antenna with the specification as mentioned in this RFP		
3	Conformance of the Specification of the proposed handheld reader with the specification as mentioned in this RFP		
C. Hardware manufacturer's experience and capability			
1	No. of large scale projects, the RFID readers of the OEM have been implemented in India (Projects with 100+ readers implementation will only be considered)		
2	Warranty period committed by the OEM		
3	The support type committed by the OEM during warranty period		
4	Global brand value of the proposed OEM		
	All proposed hardware are manufactured by the same OEM		
	OEM should have Service center in India for last 5 years		
	OEM's investment in R&D		

We remain,
Yours sincerely,

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

Form F1: Financial Proposal Submission Form

[Location]

[Date]

To,

CEO,

DMICDC Logistics Data Services Limited (DLDSL)

Delhi Mumbai Industrial Corridor Development Corporation Limited,
Room No. 341B, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi – 110011, India

Dear Sir,

Subject: [name of assignment].

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

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

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

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

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

We remain,
Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form F2: Summary of Costs

PRICING IN OPEX MODEL (EIGHT YEARS LEASING):

		(i) Per month leasing Price (INR)	(ii) Quantity	(iii) Leasing months	Total (INR) = (i)*(ii)*(iii)
A	RFID FIXED READER with two antennas		192	96	
B	RFID FIXED READER with one antenna		240	96	
C	RFID HANDHELD READER		20	96	
TOTAL PRICE IN OPEX 8 YEAR LEASING MODEL (=A+B+C)					
Total Price in Words.					

PRICING IN CAPEX MODEL (THREE YEARS WARRANTY AND FIVE YEARS AMC):

	Line Item	(ii) Quantity	(iii) Unit Price including three years Warranty	(iv) Unit Price for AMC from 4 th year to 8 th year (5Years)	Total [(ii)*(iii+iv)]
A	RFID FIXED READER with two antennas	192			

Supply of RFID readers For Logistics Data Bank (LDB) Project in Western Logistics Corridor of India.

B	RFID READER with one antenna	FIXED with one antenna	240			
C	RFID READER	HANDHELD	20			
	TOTAL PRICE IN CAPEX MODEL (=A+B+C)					
Total Price in Words.						

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

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