

Reply to Pre-Bid Queries

Tender No: GEM/2022/B/2765610

S.No.	Clause No./ Page No.	RfQ cum RfP reference	Clause as Per RfQ cum RfP	Query	Response
1	Clause No. / 5.10 / 5.10.1/3 Page no. 24	Minimum Qualification Criteria and Technical Evaluation	<p>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.</p> <p>Copy of purchase orders from 2 different customers should be submitted as supporting document.</p>	<p>Due to covid pandemic all companies have suffered business for about two years, hence We request to allow for 5 years period in place of 3 years.</p> <p>We request you to consider document requirement of this clause as follows: "The applicant as prime supplier should have supplied to minimum of 2 different clients from the infrastructure and/or Transportation sector during period from 1st Jan 2018 to the last date of bid submission."</p>	<p>Kindly read the updated clause in RFP as below:</p> <p>The applicant as prime supplier should have supplied to minimum of 2 different clients in last 5 years from the infrastructure and/or Transportation sector.</p>
2	Clause no. / 5.10 / 5.10.1/4 Page no-24	Minimum Qualification Criteria and Technical Evaluation:	<p>The applicant should have supplied at least 50 RFID readers for outdoor usage as part of its installed base, in the last 3 years.</p> <p>Copy of purchase orders totaling at least 50 RFID readers for outdoor usage should be submitted as supporting document.</p>	<p>Due to covid pandemic all companies have suffered business for about two years, hence We request to allow for 5 years period in place of 3 years.</p> <p>We request you to consider the document requirement of this clause as follows: "Copy of purchase orders totaling at least 50 RFID readers for outdoor usage should be submitted as supporting document during period from 1st Jan 2018 to the last date of bid submission"</p>	<p>Kindly read the updated clause in RFP as below:</p> <p>The applicant should have supplied at least 50 RFID readers for outdoor usage in the last 5 years.</p>

3	Clause No. 5.10.4 / 3 /a Page no-27	Technical Evaluation Criteria:	<p>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)</p> <p>Undertaking from the OEM confirming the name of the projects and reader quantity with reader's model number.</p>	<p>Undertaking should be allowed from the OEM or Bidder confirming the name of the projects and any brand / make of the reader. Also, multiple orders for the same project may kindly be allowed to arrive at project qty of minimum 100 nos.</p>	<p>Condition given in RfQ cum RfP shall remain unchanged.</p>
4	Clause No. 5.10.4 / 3 /c Page no-28	Technical Evaluation Criteria	<p>The support type committed by the OEM during warranty Period</p> <p>Support agreement between OEM and supplier</p>	<p>Kindly clarify if Bidder itself is the OEM what documents are required.</p>	<p>Kindly read the updated clause in RFP as below:</p> <p>The support type committed by the OEM during warranty Period</p> <p>Support agreement between OEM and supplier.</p> <p>If Bidder itself is the OEM then Bidder has to submit undertaking on their letterhead.</p>
5	Clause No. 5.10.4 / 3 /d Page no-29	Technical Evaluation Criteria	<p>Global brand value of the proposed OEM</p> <p>Undertaking by OEM</p>	<p>In Line with GOI, Make In India policy to promote manufacturing of technology products in India, additional weightage/ marks should be provided in the evaluation criterion for Make In India products.</p> <p>Marks instead should be assigned for Make in India products.</p>	<p>Condition given in RfQ cum RfP shall remain unchanged.</p>
6	Clause No. 5.10.4 / 3 /d Page no-29	Technical Evaluation Criteria	<p>All proposed hardware are manufactured by the same OEM</p>	<p>All hardware mentioned in RFP are discrete hardware manufactured by specialized manufactures and can be very seamlessly integrated as required. Marks for having all products from same OEM does not provide any advantage in the performance of system so these marks should be eliminated.</p>	<p>Condition given in RfQ cum RfP shall remain unchanged.</p>

7	<p>Clause No. 5.4.2 Page no-17</p>	<p>Selection Process</p>	<p>Preference shall be given to local manufacturers as per the make in India directives issued by “Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Govt. Of India (Public Procurement section) vide its order No. P-45021/2/2017-PP (BE-II) dated 28th May 2018 issued revised Public Procurement (Preference to Make in India), Order 2017. In continuation of the same, bidders having beneficial ownership in countries which share land border with India will be eligible to bid in public procurement only if they are registered with the competent authority. Please refer Office Memorandum No. F No. 6/18/2019 and P45021/112/2020-PP (BE-II)(E-43780) and the same is applicable for this tender. The Application format for the registration in this regard is available on DPIIT website (Under Public Procurement Head).</p>	<p>As per GOI, Ministry of Commerce Order no 2017 - Revision, of Public Procurement (Preference to Make in India) Policy Reference number P-45021/2/2017-PP (BE-II) dated 4 June 2020, clause number 3 b, only 'Class -1 local supplier' and 'Class-II local supplier' are allowed to bid if the tender value is less than Rs 200Cr. Pl clarify if this clause is applicable for this tender also.</p> <p>Please find attached policy document.</p>	<p>Condition given in RfQ cum RfP shall remain unchanged.</p>
8	<p>Clause No. 5.15 .1 Page No-32</p>	<p>Payment Term</p>	<p>The supplier shall submit the invoice against the supply of devices after successful acceptance of delivery of the devices at site. The invoice should be accompanied all supporting documents as mentioned in Detailed scope of work in this RFQ cum RFP. After receipt and verification of the documents, NLDSL shall release the payment within 80 days of successful acceptance of the invoice. However, for Micro and small Enterprises (MSEs) payment shall be made as per applicable MSME guidelines.</p>	<p>We request for better payment terms 100% against delivery and inspection within 15 days.</p>	<p>Condition given in RfQ cum RfP shall remain unchanged.</p>

9	Clause No. 6.3.3.a Page no-40	Supply, related SLA & Liquidated Damages	Delivery timeline for 1 st Phase: 4 weeks from the date of issuance of LOA.	Due to global shortage of semiconductors & electronic items kindly allow hardware delivery time in all phases to be 12 weeks from the date of LOA.	Condition given in RfQ cum RfP shall remain unchanged.
10	Clause No. 6.2; 6.2.1 Page no-37 And Page no-90	Fixed Reader; Schedule II, Specification, Fixed Reader	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)	Strongly Recommend including the option of latest and more prevalent IOT standards such as HTTPS, MQTT for data evacuation from the reader and reader management using pub-sub model of deployment along with LLRP, RM which are legacy protocols used with middleware deployment approach. Advantage: Low site server infrastructure requirements, distributed architecture, Cloud ready, ease of management.	Kindly read the updated clause in RFP as below: 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) and latest technologies if any.
11	Clause No. 6.2; 6.2.1 Page no-37 And Page no-90	Fixed Reader; Schedule II, Specification, Fixed Reader	Host Interface Protocol: [Must to have] LLRP + RM (The reader must retain transactional data even after power-off/restart of the device)		Kindly read the updated clause in RFP as below: Host Interface Protocol: [Must to have] LLRP + RM and latest technologies if any. (The reader must retain transactional data even after power-off/restart of the device)
12	Clause No.6.2, 6.2.2, Page 38; & Page no-91	Antenna; Schedule II 2. Specification, Antenna	3db beam width: 70° in both phases	It is suggested that 70-degree beam width will leads to cross reading hence we suggest revising this value to max 65 degree.	Kindly read the updated clause in RFP as below: 3db beam width: 65° in both phases
13	Clause no. 6.2, 6.2.2, Page 38 & page no. 91	Antenna; Schedule II 2. Specification, Antenna	Max power: 10 W	As per WPC guidelines Max permissible Tx power from the reader is 1 Watt which is equivalent to 4 Watt conducted power (e.r.p.) . Even with the 50% safety margin the max power requirement comes to 6 watts. Hence	Condition given in RfQ cum RfP shall remain unchanged.

				request to please revise 10-watt value to 6 watts.	
14	Clause no. 6.2, 6.2.2, Page 38 & page no. 91	Antenna; Schedule II Specification, 2. Antenna	Vibration - IEC-68-2-6 (10 to 150 Hz, 05 g, 1 hour in each of two axes) (Random Vibration)	Given standards do not pertain to vibration. Suggested Parameters are 1 grms, 10-500 Hz, in 3 axis, 6 hours total, 2 hr in each axis. Accelerated wear – an additional 50hrs in worst case axis, 20g rms for 4 hours	Condition given in RfQ cum RfP shall remain unchanged.
15	Clause no. 6.2, 6.2.2, Page 38 & page no. 91	Antenna; Schedule II Specification, 2. Antenna	Humidity: MIL-Std 810G, METHOD 507.5, Procedure II - Aggravated	Given standards do not pertain to humidity, plz define the range of humidity which antenna should withstand. Suggested parameters ETSI EN300-2-4 T4.1E, 95%	Kindly read the updated clause in RFP as below: Tolerance Standard: MIL-Std 810G, METHOD 507.5, Procedure II – Aggravated
16	Clause no. 6.2, 6.2.3, Page no. 38 & Page no 92	RFID Handheld reader Schedule II, 3. RFID Handheld reader	Install base -suggested model should have 50000+ units installed globally by OEM	The requirement is only for 100 units of RFID Handheld reader, therefore asked installed base of 50000 units appear to be highly disproportionate. Max of 500 unit install base should be adequate.	Condition given in RfQ cum RfP shall remain unchanged.
17	Clause no. 5.10.6, page 29	Minimum Qualification Criteria and Technical Evaluation:	Test report on tag read distance and read-counts (It should cover the test criteria and test scenario)	Please share any format for Test report to cover the test criteria and test scenario)	Condition given in RfQ cum RfP shall remain unchanged.
18	Clause no. 5.10.7, page 29	Minimum Qualification Criteria and Technical Evaluation:	The applicants who score more than or equal to 80 (Eighty) points in technical round and successful completion of POC round of the tender (technically qualified applicants) will be notified, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.	It is requested that the qualification points may kindly be relaxed to 60 nos for Make In India products to promote MII policy of GOI. Relaxation is asked for since these will be new products and may not be able to offer the track record of project size & Qty asked for in technical evaluation criteria.	Condition given in RfQ cum RfP shall remain unchanged.

19	Clause no. 6.2, 6.2.3 Page no. 38	Specification, RFID Handheld Reader	There is no information given regarding the operating system.	We suggest to have Android based operating system in the Handheld Reader as Windows CE is obsolete and services have been stopped from Microsoft.	Condition given in RfQ cum RfP shall remain unchanged.
20	Clause no. 6.2, 6.2.3 Page no. 38	Specification, RFID Handheld Reader	Processor: 1 Ghz or better	The required specification of the processors is very old and outdated. As per the current scenario, we suggest to use a processor of min 2.3 Ghz Octa-core because an average mobile phone in the market have a better specification than the required one.	Condition given in RfQ cum RfP shall remain unchanged.
21	Clause no. 6.2, 6.2.3 Page no. 38	Specification, RFID Handheld Reader	Memory : 512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better	The required memory of the RAM and Flash is too low and outdated. As per the current scenario, we suggest to use 3GB RAM and 32 GB Flash with micro SC Card capacity which supports up to 128 GB to avoid any data loss. Also, an average mobile phone in the market have a better specification than the required one.	Condition given in RfQ cum RfP shall remain unchanged.
22	Clause no. 6.2, 6.2.3 Page no. 38	Specification, RFID Handheld Reader	Communication: USB 2.0, Bluetooth Class II, v2.1 (EDR)	The mentioned Bluetooth technology is old. We recommend to use Bluetooth v2.1+EDR, 3.0+HS, v4.1+HS	Kindly read the updated clause in RFP as below: Communication: USB 2.0, Bluetooth Class II, v2.1 (EDR) or better

23	Clause no. 6.2, 6.2.3 Page no. 38	Specification, RFID Handheld Reader	Display & Keypad : 3.5 in. or more colour VGA display. Qwerty Keypad Physical and Virtual readable in sunlight.	<p>3.5 inch VGA colour display is outdated. Qwerty keypad is out dated.</p> <p>The required display size and resolutions is quite old and outdated and no where present in the market. Also, Qwerty keypad is not in use in current practice. We highly recommend to use a screen size of min 5 inch with FHD resolution of 1920 X 1080 and Touchscreen in place of Qwerty Keypad as per the current scenario.</p>	Condition given in RfQ cum RfP shall remain unchanged.
24	Clause no. 6.2, 6.2.1, Page no.37	Specification Fixed Reader	Processor : 600 MHz or better	<p>The required processor is low.</p> <p>Since at site, the frequency of tags passing by the reader is very high and there is major chance that having a low rated processor may miss the tag reading at this scenario, hence we highly recommend to use a processor which has min of 1 GHz frequency Dual Core to catch all the tag data which passes by the reader antenna.</p>	Condition given in RfQ cum RfP shall remain unchanged.
25	Clause no. 6.2, 6.2.1, Page no.37	Specification Fixed Reader	Memory: 512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better	<p>The required memory of the RAM and Flash is too low and out dated.</p> <p>At the site, it may happen that internet connectivity may get affected for a very long time and in that scenario, the required memory may lead to important data loss. Hence, we recommend to use min of 1 GB of RAM 1 GB of Flash memory to avoid any data loss.</p>	Condition given in RfQ cum RfP shall remain unchanged.

26	Clause no.5.10.1.(2) Page no 24	Minimum Qualification Criteria and Technical Evaluation:	Applicant shall have an average annual turnover of at least INR 50 million or equivalent in US Dollars for last two financial years (2019-20 and 2020-21). Applicant shall submit duly filled Form Q3.	The project value mentioned by the NLDSL is 21 Crore so to execute such high value bidder should have financial capacity to invest in large value projects. Applicant shall have an average annual turnover of at least INR 400 million or equivalent in US Dollars for last two financial years (2020-21 & 2022-2023).	Condition given in RfQ cum RfP shall remain unchanged.
27	Clause no. 5.10.1.(4) Page no 24	Minimum Qualification Criteria and Technical Evaluation:	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.	50 nos. experience criteria is not sufficient considering volume of business requirement. Since the tender requirement is for 1800 nos. of readers, then minimum reader supply criteria should be 30% of the requirement i.e. keep 540 nos.	Kindly read the updated clause in RFP as below: The applicant should have supplied at least 50 RFID readers for outdoor usage in the last 5 years.
28	Clause no. 5.10.4(1,C) Page no 26	Technical Evaluation Criteria:	The cumulative number of RFID readers supplied by the supplier for various projects in India. Purchase order or Experience certificate from the client confirming the reader quantity.	Considering the 1800 nos. requirement by NLDSL, the minimum Qty to be consider for 10 marks scope should be 450 nos. More than 450 nos. - 10 Marks	Condition given in RfQ cum RfP shall remain unchanged.

29	Clause no. 5.10.1 (6) Page no-25	Minimum Qualification Criteria and Technical Evaluation:	The applicant should have a back-end support agreement/arrangement for services and supports including supply of spares parts etc. with the Original Equipment Manufacturers (OEMs). The OEM should have their own service/support/authorized center across India at least for the last 5 years.	Authorized Service Centre should be ISO Approved.	Condition given in RfQ cum RfP shall remain unchanged.
30	Clause no. 5.10.2 Page no-25	Field Trial of the RFID Readers	Field Trial of the RFID Readers : Specification Requirement 1.Readability of the RFID tags using Fixed reader (on metal surface) 9 meters India Frequency (face on) & 5 meters at +/- 60° (face on) Readability of the RFID tags using handheld Reader-3 meters	If the Quality of RFID Tag is not upto the mark then how reader will able to read the tag at required distance. How this can be controlled?	Condition given in RfQ cum RfP shall remain unchanged.
31	Clause no. 15.5, 5.15.1 Page no-32	Payment Term	The device shall have the deemed warranty period of 1 year starting from the date of installation. However, if installation is not completed within 6 months from the date of delivery, the warranty period shall deemed to start from the start of 7th month onwards	This time frame is too long considering the installation processes at NLDSL sites. Bidders has no control on the installation process so it is advice to keep & consider warranty 45 days from the date of delivery	Condition given in RfQ cum RfP shall remain unchanged.
32	Clause 5.3 Page no. 70	Lead time	Delivery timeline for 1st Phase is 4 weeks from the date of issuance of LOA. Delivery timelines for subsequent phases is 4 weeks from the date of issuance of PO/confirmation over email by NLDSL. The procurement for the entire order quantity will be made over a period of maximum 3 years of signing of contract.	In the current supply chain scenario & global chip shortages, it could be difficult to commit & adhere to 4-week delivery period for the first supply. Also, as per last tender procurement, 2nd phase completed within 3~4 months of time only. 1st Phase delivery time should be 8~10 weeks We would request you to share clear schedule of delivery for us to plan supply chain & delivery management.	Condition given in RfQ cum RfP shall remain unchanged.

33	Clause No. 6.3.3.(b) Page no-41	SLA and Liquidated Damages for Comprehensive Warranty	Liquidated Damages: For every incident of breaching of service support, LD will be deducted as follows: Total downtime beyond 48hrs i.) >48 and <54 hrs (CTR) LD per hour will be Rs. 3,000.00 ii.) =>54 hrs (CTR) LD per hours will be Rs. 6,000.00 The amount of such LD would be limited to maximum of 10% of the total contract value	The penalty charges are very expensive & timeline is very short. The timeline shall start once authority inform Bidder about reader downtime. Please make it i.) >54 and <62 hrs (CTR) LD per hour will be Rs. 1,000.00 ii.) =>62 hrs (CTR) LD per hours will be Rs. 2,000.00 The amount of such LD would be limited to maximum of 5% of the total contract value.	Condition given in RfQ cum RfP shall remain unchanged.
34	Clause 6.3.3.(b) Page no-41	SLA and Liquidated Damages for Comprehensive Warranty		Who will determine the fault is with Reader or Antenna? What connectivity will be provided to the bidder for Troubleshooting	After the fault is identified at the site, the technical engineer of the service provider of LDB project shall identify the exact reason of the fault and if it is due to the hardware supplied then the ticket shall be logged with the supplier. The downtime shall start from the time of intimation to supplier. The bidder shall have to replace or repair the hardware by visiting the site. Condition given in RfQ cum RfP shall remain unchanged.
35	Clause 6.3.4 Page no-41	Post-Warranty Comprehensive AMC	For every incident of breaching of service support, Penalty will be deducted as follows: Total downtime beyond 48hrs i.) >48 and <54 hrs (CTR) penalty per hour will be Rs. 3,000.00 ii.) =>54 hrs (CTR) penalty per hours will be Rs. 6,000.00	The penalty charges are very expensive & timeline is very short. The timeline shall start once authority inform Bidder about reader downtime. Please make it i.) >48 and <54 hrs (CTR) penalty per hour will be Rs. 1,000.00 ii.) =>54 hrs (CTR) penalty per hours will be Rs. 2,000.00	Condition given in RfQ cum RfP shall remain unchanged.

			The total amount of such penalty per month would be limited to maximum of 10% of the entire LDB system's cumulative AMC. This is in addition over LD	The amount of such LD would be limited to maximum of 2% of the total contract value.	
36	Clause 4.8 Page no-11	Schedule of the Tender	Last date for receipt of proposals and related fees by NLDSL i.e. PDD (Proposal Due Date)- 30th December 2022	Looking at the upcoming Christmas & new year holidays, global market will be closed for 2~3 weeks of time so we will require some time to evaluate everything for this tender. We request to extend last date of receipt of proposal to 31st January 2023.	Kindly read the updated clause in RFP as below: Last date for receipt of proposals and related fees by NLDSL i.e. PDD (Proposal Due Date)- 16 th January 2023
37	Clause 6.2.3 Page no-38	RFID Hand Held Reader	Processor: 1 Ghz or better	current processor is low capacity and not able to run the latest OS. The processor MUST be 1.8 GHz or higher for supporting the secure Android OS platform now and in future. Android OS should be Android11 upgradeable with min 3 more generations The processor MUST be 2.2 GHz or higher for supporting the secure OS platform now and in future	Condition given in RfQ cum RfP shall remain unchanged.
38	Clause 6.2.3 Page no-38	RFID Hand Held Reader	Memory :512 MB RAM, 2 GB Flash with Micro SD Card 32 GB or better	Memory is very low for the Android OS and latest applications to be kept on device memory MUST be 3GB RAM/32GB Flash to support the OS and application for next 5 years	Condition given in RfQ cum RfP shall remain unchanged.
39	Clause 6.2.3 Page no-38	RFID Hand Held Reader	Wireless : WWAN - 4G/HSPA/GPRS/3.5G, WLAN 802.11 a/b/g/n ready	802.11 a/b/g/n is superseded 8 years ago WLAN 802.11 a/b/g/n/ac is the latest specs	Kindly read the updated clause in RFP as below: Wireless : WWAN - 4G/HSPA/GPRS/3.5G or better

					WLAN 802.11 a/b/g/n ready or better
40	Clause 6.2.3 Pageno-38	RFID Hand Held Reader	Communication:USB 2.0, Bluetooth Class II, v2.1 (EDR)	"Bluetooth 5.0 or higher, BT V2.1 is a 2007 tech and has been superseded 3 times over. Allowig older specs will only support outdated products to qualify"	Kindly read the updated clause in RFP as below: Communication: USB 2.0, Bluetooth Class II, v2.1 (EDR) or better
41	Clause 6.2.3 Pageno-38	RFID Hand Held Reader	Power :Min. 3600 mAh Li-Ion rechargeable battery for minimum 8-10 hrs of use in the field	min 10000mAh. Combined power newer devices need higher power for continued operation. 3600mAh is too low	Condition given in RfQ cum RfP shall remain unchanged.
42	Clause 6.2.3 Page no-38	RFID Hand Held Reader	Display and Keypad: 3.5 in. or more color VGA display	display size should be minimum 5.0 inch with High Definition (1280 x 720); exceptionally bright, outdoor viewable	Condition given in RfQ cum RfP shall remain unchanged.
43	Clause 6.2.3 Page no-38	RFID Hand Held Reader	Display and Keypad: Qwerty Keypad Physical and Virtual readable in sunlight	touch keypad instead of physical key physical keypads are not needed so onscreen Keypad should be allowed	Condition given in RfQ cum RfP shall remain unchanged.
44	Clause 6.2.3 Page no-38	RFID Hand Held Reader	EMI/EMC: ICES 003 Class B; EN 301 489-1; EN 301 489-3; EN 55022; EN55024	EN55032 replaces EN55022 in global standards some standards have been upgraded globally	Kindly read the updated clause in RFP as below: EMI/EMC: ICES 003 Class B; EN 301 489-1; EN 301 489-3; EN 55022; EN55024 or latest
45	Clause 6.2.3 Page no-38	RFID Hand Held Reader	Environmental: RoHS/WEEE compliant	this should be a mandatory requirement [MUST HAVE]	Condition given in RfQ cum RfP shall remain unchanged.
46	Clause: 5.1.1 Page no-14	Bid Submission	The Applicants shall submit the proposals online through Government e-Market i.e. www.gem.gov.in. Bid proposals received in the manual form at the client's address will not be accepted. The applicants are invited to submit Technical, and Financial Proposals (collectively called as "the Proposal"), as specified in this RFQ cum RFP, for the supply of RFID Reader. The term "Bidder" or "applicant" refers to a	The group of entities coming together in form of consortium to participate in this bidding will be disqualified To draw the synergy in this tender consortium should be allowed, so our request you to kindly allow consortium member in this bid	Kindly read the updated clause in RFP as below: A consortium consists of multiple members (not more than three parties – Lead Bidder + 2 Consortium Members) entering a Consortium.

			<p>single entity. The group of entities coming together in form of consortium to participate in this bidding will be disqualified. The Proposal will form the basis for contract signing with the selected supplier.</p>		<p>Agreement for a common objective of satisfying the NLDSL requirements & represented by lead member of the consortium, designated as a "Lead Bidder".</p> <p>Also, the sole responsibility for successful execution of the entire project will be that of the defined Lead bidder.</p> <p>The consortium members shall support lead bidder for their work scope to execute the project successfully.</p> <p>The consortium members should have relevant experience of executing similar roles and responsibilities. Consortium members have to submit the below Annexures with the proposal.</p> <p>Bidders are not allowed to submit experience in terms of technical and financial qualification of their holding (parent) company or subsidiary or group companies having ultimate parent company or sister concern.</p> <p>Intellectual Property Rights Indemnity will not be applicable if any claim of infringement is asserted by a parent, subsidiary.</p>
47	Clause No. 5.15.1, Page No. 32,	Payment term	<p>The supplier shall submit the invoice against the supply of devices after successful acceptance of delivery of the devices at site. The invoice should be accompanied all supporting documents as mentioned in Detailed scope of work in this RFQ cum RFP.</p>	<p>Since the payment terms within 80 days is too long, it should be required for 30 days.</p>	<p>Condition given in RfQ cum RfP shall remain unchanged.</p>

			After receipt and verification of the documents, NLDSL shall release the payment within 80 days of successful acceptance of the invoice.	Our submission to kindly reduce the payment terms from 80 days to 30 days.	
48	Clause No. 5.11.1, Page No.30	Performance Security	Performance Security: Performance Security equivalent to 3 (Three) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee. For the successful bidder the Performance Security will be retained by NLDSL until the "Completion of the assignment	As per GeM bid document, there is "No e-PBG" and as per Request for Qualification cum Proposal for Supply of RFID readers for Logistics Data Bank (LDB) Project in India document "3% PBG is mentioned, kindly clarify this point. Since with reference to both documents, there is contradiction in between, hence request you to kindly clarify that Performance Bank Guarantee of 3 % is required or not.?	Need to submit the scan copy of the valid PBG at GeM portal as per the format provided by the NLDSL to the supplier. Condition given in RfQ cum RfP shall remain unchanged.
49	Clause No. 5.10.1, Serial No.4, Page No.24	Qualification	The applicant should have supplied at least 50 RFID readers for outdoor usage as part of its installed base, in the last 3 years.	Since the terminology "As part of its installed base" is not giving the clear understanding, hence clarification on this terminology is required. Request you to kindly clarify the meaning of mentioned terminology "As part of its installed base"	Kindly read the updated clause in RFP as below: The applicant should have supplied at least 50 RFID readers for outdoor usage in the last 5 years.
50	Clause No. 5.10.4, Serial No.26	Technical Evaluation Criteria	The cumulative value of the IT project contracts the applicant has executed till Proposal due date.	Elaboration in detailed for "IT project contracts" is required to get the clear understanding. Kindly define the IT Projects in detail means what are the components should be covered in IT Projects. Also clarify that Man powers of IT related Equipment's Project which having the IT Related Components will also be considered here.	Condition given in RfQ cum RfP shall remain unchanged.

51	Clause No. 6.1.1, Page No.35	Scope of work	Supply of the RFID fixed readers with specified antenna, Handheld Readers and related accessories at various locations in India as per requirement.	Since related accessories covers many sub- components of each required items, which need to be defined in detailed means which should be considered as accessories. Request you to kindly elaborate the detailed accessories requirement of each required items of tender.	Condition given in RfQ cum RfP shall remain unchanged.
52	Clause No. 12, Page No. 12 of Section-4	Schedule of the Tender	1st Phase Of delivery: 30% (510RFID Readers and 30 RFID Handheld readers) of the total contract quantity as mentioned in RFQ cum RFP. Delivery timeline for 1st Phase: 4 weeks from the date of issuance of LOA. Delivery timelines for subsequent phases: 4 weeks from the date of issuance of PO/confirmation over email by NLDSL. Procurement for the entire order. quantity will be made over a period of maximum 3 years of signing of contract.	RFID Fixed UHF Reader in the Period of Three Years' time as said in Tender. Can we get a tentative requirement schedule? Further the delivery timeline is also short, kindly provide the delivery time line 9-10 weeks, Since it could be difficult by the OEM to commit & adhere to 4-week delivery period for the first supply. Our Submission is to kindly provide the tentative requirement schedule to understand the delivery requirement. Also we hereby request you to kindly provide relaxation in delivery time line from 4 weeks to 9-10 weeks.	Condition given in RfQ cum RfP shall remain unchanged.
53	Page No.69 of Section-7	"Comprehensive warranty" and "comprehensive AMC"	To precise, the terms "comprehensive warranty" and "comprehensive AMC" covers the complete product supplied Including the accessories without any additional conditions which is not mentioned in this RFQ cum RFP. Liquidated damages and penalties shall be applicable	In accessories what are the components which should be considered in Comprehensive warranty & CAMC. Kindly clarify that batteries will also be part accessories during the comprehensive warranty & CAMC for Hand Held Reader?	Condition given in RfQ cum RfP shall remain unchanged.
54	Clause No. 6.2.3, Page No.38	RFID Handheld reader	Specifications	As OS is not defined in the specification of RFID Handheld reader.	Condition given in RfQ cum RfP shall remain unchanged.

				Request you to kindly clarify or define which OS will be considered here for RFID Handheld reader.	
55	Clause no. 6.2.1 Page No. 37	Fixed reader	Dimensions: Small Installation Footprint	What is meant by Small Installation Footprint when referring to dimensions?	Condition given in RfQ cum RfP shall remain unchanged.
56				Is there any integration needed for the hardware supplied?	Same is defined in the RfQ cum RfP Condition given in RfQ cum RfP shall remain unchanged.
57				Is the contract splittable, or will it be given to multiple vendors?	Same is defined in the RfQ cum RfP Condition given in RfQ cum RfP shall remain unchanged.
58				It is mentioned that the hardware data needs to be available when the device is shutdown/restarted, what kind of downtime for replacement or maintenance is acceptable?	Same is defined in the RfQ cum RfP Condition given in RfQ cum RfP shall remain unchanged.

ANNEXURE 1: Declaration for Consortium Member:

(To be provided on the Company letter head)

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

Subject: Self Declaration of not been blacklisted in response to Request for Qualification cum Proposal For “Supply of RFID readers for Logistics Data Bank (LDB) Project in India”

Ref: Tender No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Authorized Signatory of the Consortium Member)

Name in Full

Designation

Seal

Date:

Place:

Business Address

ANNEXURE 2: No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments/corrigendum) no. _____ dated _____ . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name in Full:

Designation:

Address:

Seal:

Place:

Date:

ANNEXURE 3: Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name in Full:

Designation:

Address:

Seal:

Place:

Date:

ANNEXURE 4: – CONSORTIUM AGREEMENT

MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of minimum INR 500 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] [Year] at [Place] among (hereinafter referred to as "") and having office at [Address], India, as Party of the First Part and (hereinafter referred as "") and having office at [Address], as Party of the Second Part and

(Hereinafter referred as " ") and having office at [Address], as Party of the

Third Part. The parties are individually referred to as Party and collectively as Parties.

WHEREAS NLDSL has issued a Request for Qualification cum Proposal For “Supply of RFID readers for Logistics Data Bank (LDB) Project in India”.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

As MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:

Submit a response jointly to Bid for the Request for Qualification cum Proposal For “Supply of RFID readers for Logistics Data Bank (LDB) Project in India”

- a. Sign Contract in case of award.
- b. Provide and perform the supplies and services, which would be ordered by the NLDSL pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the NLDSL for Request for Qualification cum Proposal For “Supply of RFID readers for Logistics Data Bank (LDB) Project in India” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- ii. The Lead Bidder shall be solely and severally responsible and bound towards the NLDSL for the performance of the works in accordance with the terms and conditions of the BID document,

and Contract. The consortium members, if any will support the lead bidder in successful implementation of the objectives.

iii. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with the NLDSL.
- c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the NLDSL and the Parties to execute the Contract

iv. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

v. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

- Party A:
- Party B:
- Party C:

vi. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

vii. That this MoU shall be governed in accordance with the laws of India and courts in New Delhi. shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

ANNEXURE 5: FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of minimum INR 1000 value. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with(Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____

Dated this the _____ day of _____ 2022.

(Signature and Name of Authorized Signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.*
- b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

ANNEXURE 6: FORMAT FOR POWER OF ATTORNEY FOR LEAD BIDDER OF CONSORTIUM

[To be executed on non-judicial stamp paper of minimum INR 1000 value. The stamp paper to be in the name of the company who is issuing the power of attorney.]

Whereas _____ has invited RFP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. _____, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and NLDSL to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s. _____ and M/s. _____ hereby designate M/s. _____

being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

Dated this the _____ day of _____ 2022.

(Signature)

(Name in Block Letter of Executant) [Seal of Company]

Witness 1

Witness 2

Notes:

To be executed by all the members individually, in case of a Consortium.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.