

MCCIA Electronic Cluster Proposal

Request For Proposal (RFP) / Tender for Supply, Installation and Commissioning of 10 metre Semi Anechoic Chamber

1. Request for Proposals are invited from reputed and established companies for supply, installation and commissioning of 10 meter Semi Anechoic Chamber.

2. **Introduction of MECF:**

(a) Ministry of Electronics and IT (MeitY) has announced financial assistance for setting up of EMCs for promoting Electronics System Design & Manufacturing (ESDM).

(b) In Maharashtra, Pune has been declared as a Brownfield cluster. The scope of Brownfield cluster under EMC Scheme includes providing financial assistance for development/ up gradation of common infrastructure and facilities to enhance the competitiveness of existing units in an area notified as a Brownfield EMC.

(c) MCCIA Electronic Cluster Foundation (“MECF”) is a “Section 8” Company registered under the Companies Act 2013. It is a Special Purpose Vehicle (SPV) promoted and set up by Mahratta Chamber of Commerce, Industries and Agriculture (“MCCIA”) with the objective of promoting the development of Electronic Manufacturing Clusters (EMCs) by setting up a Common Facility Centre (CFC) in Pune under the Brownfield Electronics Cluster scheme promoted by Ministry of Electronics and Information Technology (MeitY), Government of India.

(d) This CFC will help the electronics industries in Pune, rest of Maharashtra in particular and entire India in general in terms of latest technology, cost competitiveness, faster turnaround time etc. enabling Pune region to become a default destination for electronics design led manufacturing. This will help in developing an entrepreneurial ecosystem, drive innovation and catalyse the economic growth by increasing employment opportunities and tax revenues.

(e) ‘MECF’ proposes to set up a Common Facility Centre (CFC) in J/P-8, MIDC, Ganesh Nagar, TELCO Road, PIMPRI Industrial Area of Pune, Maharashtra. This CFC will have state of the art facilities such as International accreditation, expertise & certification and equipment in the following verticals:

- i. Designing Centre & Proto
- ii. Test & Measurement Lab
- iii. SMT Line
- iv. EMC / EMI Lab
- v. Test & Certification Lab

(f) MECF proposes to construct about 27,000 square feet of infrastructure for this Common Facility Centre to be used by the 5 verticals mentioned above as well as for MECF admin purpose.

(g) MECF shall award the Selected Bidder at its discretion and in accordance with this RFP.

3. Schedule of Bidding Process:

MECF shall endeavor to adhere to the following schedule. However MECF may, at its own discretion, revise or extend any of the timelines set out in this schedule.

<u>Event Description</u>	<u>Date</u>
Issue of RFP	21 st May 2019 , Tuesday
Pre-Bid Meeting & Last Date for receiving queries	5 th Jun 2019, Tuesday (after 2 weeks)
Last Clarifications, if any, in the RFP, to be issued by MECF, after Prebid meeting (last date)	12 Jun 2019, Tuesday
Technical & Financial Bid Submission Date and time	19 Jun 2019, Tuesday , 1600 hrs (after 2 weeks)
Opening of Technical Bids	20 Jun 2019 Wednesday

4. The General Procurement Terms and Conditions are given on the link below and are reproduced below for reference

- a) Vendor has to support for complete lifetime of the test equipment's.
- b) Performance of Anechoic Chamber should be guaranteed for **15** years.
- c) Shipping & Transit insurance has to be included in the quotation till the materials land at the site in Pune, Maharashtra.
- d) Every individual equipment procured to have an minimum of CE Marking / Third party Certification Body Mark
- e) Every quotation should include support and AMC cost.

- f) Vendor has to provide the power consumption of equipment's / System at its full load.
- g) Split cost has to be given by the vendor for all the equipment in the Technical Specification.
- h) Vendors should be able to demonstrate the shared technical specifications fully and issue the verification / installation report.
- i) Vendor should share the quotation including software license and free upgrade of software.
- j) Vendor will be the responsible for software compatibility with other instruments.
- k) Vendor should be able to address the issue within 48 hours / provide the backup system till the issue gets resolved.
- l) Quotation should include costing for installation and training.
- m) All equipment's should have calibration report and certificate from an accredited calibration lab.
- n) Details of infrastructure requirements for storage, installation and operation of equipment's have to be provided.

5. Specifications of 10 meter Semi Anechoic Chamber

The details of the specifications of the 10 metre Semi Anechoic Chamber are given in a separate document.

6. Commercial Terms and Conditions

Payment terms for all procurements is as follows:

- (a) **10%** -Advance along with Purchase Order (PO)
- (b) **60%** - 45 days after equipment arrival in Pune or once we receive payment from Ministry of Electronics and Information Technology (MeitY), Govt of India
- (c) **25%** - 45 days after acceptance of equipment installation and commissioning report and training or once we receive payment from Ministry of Electronics and Information Technology (MeitY), Govt of India whichever is later
- (d) **5%** - 365 days after accreditation or once we receive payment from Ministry of Electronics and Information Technology (MeitY), Govt of India whichever is later.

7. Brief description of Bidding Process

- (a) MECF has adopted a single-stage process (the "**Bidding Process**") for selection of a Bidder for award of the Purchase Order.
- (b) All Bidders for the Test Equipment /Semi Anechoic Chamber shall submit their response "Technical Bid" to this Request for Proposal in which the Bidder submits all relevant technical specifications as mentioned in the RFP. This Technical Bid will be

accompanied **along with the “Financial Bid” in a separate sealed envelope**. In the first step, Technical Bids of all Bidders shall be evaluated as to whether they meet the Minimum Technical Specifications set in this RFP.

(c) The financial bids of ONLY the technical bid qualifying bidders would be opened and evaluated for the purpose of identifying the Selected Bidder for the relevant test equipment / semi anechoic chamber.

(d) The Bid shall be valid for a period of not less than **180 (one hundred and eighty)** days from the Bid Due Date.

(e) The Bidding Documents shall be submitted on or before the Bid Due Date and time only at the address of MECF.

(f) The Financial Bid for a Project should be furnished adhering to all the requirements given in “General Procurement Terms and Conditions” clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of discrepancy, amount indicated in words shall be taken into account.

(g) Bids should be submitted as per the timelines specified in this RFP. MECF may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum or release corrigendum(s) in addition to this RFP.

(h) Each of the envelopes shall be addressed to:
Chairman,
MCCIA Electronic Cluster Foundation (MECF),
B Wing , 5th Floor, MCCIA Trade Tower, S.L. Kirloskar International Convention
Center Complex, 403-A, Senapati Bapat Road, Pune 411 016, Maharashtra ,
India.

8. Fraud and Corrupt Practices

(a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue and during the subsistence of the Purchase Order. Notwithstanding anything to the contrary contained herein, or in the Purchase Order, MECF shall reject a Bid, withdraw the Purchase Order, or terminate the Purchase Order, at its own discretion, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, if it determines that the Selected Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice

or restrictive practice in the Bidding Process.

(b) Without prejudice to the rights of MECF hereinabove and the rights and remedies which MECF may have under the Purchase Order, if a Bidder, Selected, as the case may be, is found by MECF after due process to have directly or indirectly or through an agent or otherwise, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, even after the issue of the Purchase Order or the execution of the Purchase Order, such Selected Bidder, besides being disqualified, shall not be eligible to participate in any tender or RFP issued by MECF during a period of 2 (two) years from the date such Bidder, as the case may be, is found by MECF to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

(c) For the purposes of the above mentioned clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. **"corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MECF who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Purchase Order or has dealt with matters concerning the Purchase Order or arising therefrom, 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 MECF, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- ii. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- ii. **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or pro or action in the Bidding Process;
- iii. **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by MECF with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- iv. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. Pre Bid Conference

- (a) Pre-bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have downloaded the Bidding Documents including the RFP shall be allowed to participate in the Pre-Bid conference. A maximum of 3 (*three*) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. The decision with respect to the participation of any Bidder in the Pre-Bid conference shall be that on MECF and shall be final and binding on all Bidders.
- (b) During the course of pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of MECF. MECF shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

10. Miscellaneous

- (a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and Hon'ble Court, Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- (b) MECF, in its sole discretion and without incurring any obligation or liability, reserves the right, to;
 - i. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. Consult with Bidders in order to receive clarifications or further information;
 - iii. Retain any information and / or evidence submitted to MECF by, on behalf of, and/ or in relation to any Bidder; 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 Bidder.
- (c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases MECF, its directors, employees, agents and advisers, irrevocably, unconditionally, fully

and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.