

MCCIA Electronic Cluster Proposal

Request For Quotation (RFQ) / Tender for Supply, Installation and Commissioning of Equipment's for Automotive Transient System

1. Request for Proposals are invited from reputed and established companies for supply, installation and commissioning of equipments for Automotive Transients under EMI / EMC Vertical.

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 catalyze 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
- ii. Test & Measurement Lab
- iii. EMC / EMI Lab
- iv. Test & Certification Lab

(f) MECF proposes to construct about 35,000 square feet of infrastructure for this Common Facility Centre to be used by the 4 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 RFQ.

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 RFQ	2 nd March 2023, Thursday
Pre-bid meeting through web platform and / or in-person	6 th March 2023, Monday @ 4 pm
Last Date for receiving queries	10 th March 2023, Friday
Last Clarifications, if any, in the RFQ, to be issued by MECF, after Pre-bid meeting (last date)	13 th March 2023, Monday
Technical & Financial Bid Submission Date and time	17 th March 2023, Friday @ 4 pm
Opening of Technical Bids through web platform and / or in-person	17 th March 2023, Friday @ 5 pm

4. The General Procurement Terms and Conditions are

- a) The specifications mentioned in the RFQ are the preferred specifications of the equipments which MECF intent to have. The bidder may consider the equipments which have technical specifications near to what has been mentioned in the RFQ. MECF at its discretion will decide the set of equipments that will suffice its needs.
- b) Vendor has to support service, spares and any software update during entire lifetime of the test equipment's.
- c) Performance guarantee of the equipment should be specified.
- d) Shipping & Transit insurance has to be included in the quotation till the materials land at the site in Pune, Maharashtra.

- e) Vendor may mention the CE Marking / Third party Certification Body Mark, if applicable.
- f) The bidder may also quote for the comprehensive and non-comprehensive AMC cost of the equipment for entire life of the equipment after the standard warranty period of the equipment is over. The bidders are not necessarily quote for the AMC cost as mentioned above. This condition is optional.
- g) The bidder may provide the power consumption of equipment's / System at its full load.
- h) Split cost may be given by the bidder for all the equipment in the Technical Specification.
- i) The bidder should be able to demonstrate the shared technical specifications fully and issue the verification / installation report.
- j) The bidder should share the quotation for software license and free upgrade of software separately, if applicable.
- k) The bidder will be the responsible for software compatibility with other instruments. We may or may not use the equipment with the software quoted by the vendor. We may put all lab instruments into LIMS and control the instruments. In that case necessary support in terms of drivers for compatibility with the LIMS is in vendors scope.
- l) The bidder should mention the timelines required to address any issue with the operation of the equipment post commissioning. It is anticipated that these timelines would vary as per the nature of the issue but it is expected that the bidder should provide his standard timelines for resolving any issue to the equipment. If the equipment / part of equipment need to send back to the manufacturer for repairs, the vendor will provide the back-up so that the work related to that equipment will not be stopped.
- m) Quotation should include costing for installation and training.
- n) All equipment's should have calibration report and certificate from an accredited calibration lab wherever applicable.
- o) Details of infrastructure requirements for storage, installation and operation of equipment's have to be provided.
- p) Vendor should quote for all equipments mentioned in the RFQ.
- q) It is preferable that the principal Company to have it's registered office in India or Principal Company should have authorized Service center in India with trained manpower.
- r) Principal Company should mention about the number of years of manufacturing similar products.

5. Commercial Terms and Conditions

Preferred 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 as per agreed schedule for delivery of equipment (Site preparation would be MECF's responsibility for the delivery of the equipment)
- (c) **25%** - 45 days after acceptance of equipment installation and commissioning report and training as per agreed schedule for installation and commissioning of the equipment and for training.
- (d) **5%** - 1 year after accreditation or 13 months after installation and commissioning and training whichever is earlier

6. 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 shall submit their response "Technical Bid" mentioning the RFQ to this Request for Proposal in which the Bidder submits all relevant technical specifications as mentioned in the RFQ. This Technical Bid will be accompanied **along with the "Financial Bid" mentioning the RFQ**. The technical bid and the Financial bid should be in 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 RFQ.

(c) The financial bids of ONLY the technical bid qualifying bidders would be evaluated for the purpose of identifying the Selected Bidder.

(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 to CEO, MECF, J/P – 8, MIDC Bhosari, Telco Road, Ganeshnagar, Bhosari, Pune 411 026.

(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 RFQ. 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 RFQ.

7. 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 RFQ 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.

8. Pre-Bid Conference

(a) Pre-bid conferences of the Bidders shall be convened at the designated date, time and place through web. Only those persons who have downloaded the Bidding Documents including the RFQ 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 endeavor 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.

9. 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.

Country of Origin and the Currency in which Financial Bid is to be submitted

The equipment should not be from mainland China. We want to avoid products from Chinese OEMs.

If any of the equipment in the RFQs which the interested bidder is proposing to source from abroad, the bidder will attach the quotation for that equipment / part / its's accessories separately in his financial bid. In that case, the currency in which this quotation would be submitted will be the currency of that country. For evaluating such Financial bid, the currency exchange rate on the day of opening of financial bid will be considered. MECF will raise separate PO for such equipment / part / its accessories, if selected on that equipment manufacturer from abroad in that country's currency. The bidder for such equipment will be responsible for delivery of all material at site. Also the bidder will be responsible for integration of the imported parts / components / equipment with his other equipment's, if required. The commissioning of the complete set of equipment will be the bidder's responsibility.

Concession in the Import Duty / Tax Exemptions

MECF is not entitled for any import duty or any other tax exemptions.

Quote Amount

The interested bidders are expected to quote the net cost to MECF which will include transport, transit insurance, loading / unloading, installation and commissioning, testing etc.

Evaluation of Bids

The evaluation of the bids would be done on

1. Quality of product (compliance to the specifications and general terms and conditions)
2. Net cost to MECF
3. Service capability
4. Optional AMC cost
5. Feedback from bidders clients.

The weightage would be 1. Quality of product – 40%, 2. Net cost to MECF – 40%, 3. Service capability – 10% 4. Feedback from bidders existing clients – 10%