

Request for Proposal

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic Surface Mount Device Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

OPEN ONLY FOR MANUFACTURING PARTNERS OF AMTZ

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and
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DISCLAIMER

“This is a Limited Tender Offer for the Manufacturers of the Andhra Pradesh MedTech accordingly no entity outside the zone is eligible to Apply”

The information contained in this Request for Proposal (the "**RfP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfP.

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of AMTZ except to the extent required for submitting bid and no more.

Any organization claiming to be exempt from payment of bidding fee or earnest money deposit as per State Government of Andhra Pradesh orders, may submit supporting documents details for the same, quoting the Government order under which it is claiming such exemption of fees/deposit. The Authority reserves the right to seek any additional details as may be required in this connection, and the bidder is bound to produce such details in prescribed time, as may be indicated.

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1. INTRODUCTION

Andhra Pradesh MedTech Zone Ltd. (AMTZ) is an industrial park with potential for 200-300 manufacturing units of size 2 Acre / 1 Acre / 0.5 Acre / 0.25 Acre each and a set of common scientific facilities for manufacturing of electronic, electrical, electro-medical, radiological and biomaterial medical devices. The required infrastructure for industry facilitation is developed by the AMTZ. The manufacturing units lease the land/built up shed/RCC space and Common scientific facilities are created on Build and Operate Model. The mandate is to establish state of the art civil and electrical infrastructure for industry to walk in and establish the interiors of their units/assemblies in least amount of time possible.

AIC-AMTZ Medi Valley Incubation Council (MVIC) is a not-for-profit state-owned company, a wholly owned subsidiary of AMTZ, an incubation center supported by NITI Aayog under the Atal Incubation Mission, operating in the premises of AMTZ.

Bio Valley Incubation Council (BVIC) is a not-for-profit state-owned company, a wholly owned subsidiary of AMTZ, an incubation center set up by the Department of Biotechnology (DBT) and operating in the premises of AMTZ.

Both MVIC and BVIC jointly will be known as the **Authority** in the remaining part of this bid document.

1.1 Background

- 1.1.1. The scope of work will broadly include procurement of machinery of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and Electronic Manufacturing Service Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone premises in Visakhapatnam for healthcare applications and the management, operation and maintenance thereof for a period of 33 years.
- 1.1.2. **Only manufacturers in the AMTZ industrial zone, who have set up their facility or moving in for manufacture and have a ready built up area, or who can commit a ready built up area within a period of 90 days, shall be considered for this bid.**
- 1.1.3. Capital funding for the plant & machinery is provided by
 - (i) AIC-AMTZ Medi Valley Incubation Council and
 - (ii) Bio Valley Incubation Council together for this facility

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1.1.4. The financial terms of the bid are as follows:

- a. The bidder quoting the least bid price for the project cost and willing to share a revenue from its operations of at least 20% on monthly basis (as indicated elsewhere in this bid document) shall only be considered for selection.
- b. AMTZ commitment for the above project cost shall be limited to a maximum of INR 2,50,00,000 Rupees (Two Crores Fifty Lakhs Rupees) towards Plant & Machinery or 100% of the P&M, whichever is lower.
- c. For the Project, the bidder should be able to prove that he has adequate space available within the Zone for setting up this facility (The Manufacturer should have a RCC space/Clean Room facility in manufacturing plant with in the AMTZ premises). Manufacturers who are desirous of acquiring additional space from AMTZ can also bid, subject to such availability of space in the Zone for immediate possession (a minimum of 1500 square feet in RCC structure or in a ready built manufacturing facility). The bidder can choose to lease such a space by availing either of the following options:
 - i. Lease an RCC space in building with in the AMTZ premises at a rate of INR 25 per square feet per month for the required space plus provide a security deposit (refundable at the end of contract period) of INR 2,500 per square feet for the space, or
 - ii. Lease such space @ INR 5000 per square feet for 33 years

The space /area for the facility can be indicated as per requirements of the bidder, subject to adequate justification with proportionate financial contribution from bidder. Bidder having readymade space already in the zone may get preference, subject to all other qualifications being equal.

1.1.5. A share in revenue on monthly basis shall be payable to both the funding organizations, @ at least 20% from the day of start of operations,. The management of both the organizations shall award the Selected Bidder in accordance with this RfP. The decision to award such a contract or not would vest with the competent Authority, based on the final decision arrived at the appropriate time.

1.1.6. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

The Selected Bidder (the "**Concessionaire**") shall be responsible for Operations, Management and Maintenance of the facility in accordance with the provisions of a long-term concession agreement ("**Concession Agreement**") to be entered into between the Concessionaire and the Authority

1.1.7. The Authority shall receive Bids pursuant to this RfP in accordance with the terms set forth in this RfP and other documents to be provided by the Authority pursuant to this RfP, as modified,

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altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 AMTZ has adopted a single-stage process (the "Bidding Process") for selection of a Bidder for award of the Project. All Bidders for a particular Project shall submit
- i) Response to this Request for Proposal in which the bidder submits all relevant qualification details for the purpose of meeting Minimum Eligibility Criteria ("Qualification Bid") shall be accompanied with documentary proof along with the financial bid in a separate sealed envelope. In the first step, Qualification (technical) Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.2.1 and meet the Minimum Eligibility Criteria as set forth in **Clause 2.2.2** of this RFP for undertaking the Project(s).
 - ii) Subsequent to this stage Financial Bids of only those Bidders who are considered responsive and have been shortlisted (the "Qualified Bidders") would be opened and evaluated for the purpose of identifying the Selected Bidder for the relevant Project.
- 1.2.2 As part of the Bidding Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this RfP Clause 2.2.2 would be called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 90 (ninety days) days from the Bid Due Date.
- 1.2.3 Subject to the provisions of Clause 2.1.4, **the aforesaid documents and any addenda issued subsequent to this RfP, before the Bid Due Date, will be deemed to form part of the Bidding Documents.**
- 1.2.4 The Bidder is required to deposit, along with its Bid, tender fees of INR 10,000/-. The Bidders will have to provide Tender fees in the form of a Demand Draft with validity of a minimum of three months or through on-line secured payment portal on AMTZ website. The Bid is liable to be summarily rejected if it is not accompanied by the Tender fees.
- 1.2.5 The Bidders are invited to examine the Sites for each Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of each Project. The cost of all such evaluations shall be borne by the bidder.

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1.2.6 Financial Proposal for a Project, for eligible bidders shall be made reflecting the project cost excluding land and building costs.

In this RfP, the term "Selected Bidder" shall mean the Qualified Bidder who has quoted the least cost for the plant & machinery

1.2.7 Any queries or request for additional information concerning this RfP shall be submitted in writing or e-mail to the officer designated in Clause 2.11.5. The envelopes/ communication by post or email shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their Manual inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone "

1.3 Schedule of Bidding Process:

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

Event Description	Date
Issue of RfP	June 11, 2019
Pre-Bid Meeting	June 21, 2019, 3 PM
Last date for Bid Due Date and time	July 1, 2019, 11.00 AM
Opening of Bids	July 1 2019, 2 PM

@the management reserves the right to defer the declaration of results for any reason which in its opinion is necessary, to ensure a proper assessment of the shortlisted bids.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 A Bidder shall not submit more than 1 (*one*) Bid for one Project. A Bidder shall not be entitled to submit another bid for the same Project either individually or as a member of any other Consortium. A Bidder may, however, submit separate bid for the other Project(s). Authority may however, consider a bid to be converted into as a consortium at a later date, if there is sufficient reasons therefor.

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- 2.1.2 Unless the context otherwise requires, the terms not defined in this RfP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement.
- 2.1.3 The Bidding Documents can be downloaded online from www.medivalley-aic.in / www.biovalley-amtz.in:
The Document Fee shall be in the form of a Bank Demand Draft (D.D), **in favor of AIC-AMTZ Medi Valley Incubation Council**, Visakhapatnam payable at Visakhapatnam or through online payment.
- 2.1.4 Notwithstanding anything to the contrary contained in this RfP, the detailed terms specified in the draft Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Qualification Bid shall be furnished as per formats provided in Appendix-I of this RfP. The Qualification Bid shall include the following:

check list of documents enclosed

- ANNEXURE A : Letter comprising the Bid
 - ANNEXURE B : General Information of Bidder
 - ANNEXURE C : Power of Attorney issued by head of organization for Signing of Bid (in case the MD/CEO/partner/ head of the organization is not signing the bid)
 - ANNEXURE D : Technical Capacity of Bidder
 - ANNEXURE E : Financial Capacity of Bidder
- 2.1.6 The Financial Bid for a Project should be furnished in the format at **Appendix-II**, 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 any difference between figures and words, the amount indicated in words shall be taken into account. **The financial bid requires to be submitted in a separate envelope, along with the technical documents.**
- 2.1.7 The Bidder should submit a Power of Attorney as per the format set forth in **Annexure C** of Appendix-I, authorising the signatory of the Bid to commit the Bidder.

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- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 The Bidding Documents including this RfP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 2.1.11 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a) a constituent of such bidder is also a constituent of another Bidder in any of the Projects; or
 - b) such bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
 - c) such bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - d) such bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
 - e) such bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- 2.1.12 This RfP is not transferable.
- 2.1.14 Any award of Concession pursuant to this RfP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

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- (a) The Bidder for qualification may be a single entity; However, no Bidder can be member of another Bidder group for the same project.
- (b) A Bidder may be a company registered in India under Companies Act, 1956 or from outside India under equivalent law, a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or any combination of them with a formal intent to enter into an agreement .

2.2.2 Minimum Eligibility Criteria

I. To be considered as technically qualified, a Bidder shall fulfill the following minimum eligibility criteria (the "**Minimum Eligibility Criteria**"):

- (a) Bidder shall necessarily be a manufacturer who has presence in the zone through a Office space/ built up factory setup in AMTZ which would have the requisite space to run the operations of the equipments installed. (approx. 1500 sq feet).
- (b) Technical Capacity: For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall fulfill the following conditions:
 - i. The Bidder shall have experience of operating and managing a Surface mount Technology (SMT) Printed Circuit Board (PCB) Assembly and Electronic Manufacturing service Facility for a minimum period of 2 (two) years
 - ii. Have experience of designing/printing of boards.
 - iii. Should have at least one product currently being manufactured by them using PCBs (experience of Bio implants and non-electronic products etc., are not eligible).
 - iv. Have at least five year's experience in manufacturing of electronic products and have credentials of being a reliable supplier of electronic products/ components with sound knowledge of PCB embedded goods
 - v. Produce certificates of having satisfactory customer feedback from at least 2 (two) clients from industry and/or academia who are associated as PCB assembly and Electronic manufacturing services.
 - vi. Preference would be given to manufacturers having inhouse R&D capability for electronic component manufacturing

The Bidder fulfilling the Technical Capacity criteria must have the aforementioned experience as on Bid Due Date.

- (c) Financial Capacity: The Bidder shall have a minimum average Turnover (the "**Financial Capacity**") of INR. **5,00,00,000 (Five Crore Only)** for previous three

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financial years preceding the Bid Due Date.

For the purpose of the RfP, "**Turnover**" shall mean as follows:

- (aa) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company or the partnership firm (as the case may be) during a financial year, in case the Bidder is a company or a partnership firm;
- (bb) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, and grants received by the Bidder during a financial year, in case the Bidder is a trust or a society.;

2.2.3 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business

2.2.4. The Turnover of the latest financial year preceding the Bid Due Date would only be considered for evaluation. In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the statutory auditor in accordance with Clause 2.2.5.

II. In computing the Technical Capacity and Turnover of the Bidder under this Clause 2.2.2, the Technical Capacity and Turnover of their respective Associates would also be eligible hereunder.

2.2.5. **Consortium partners or joint bidding are not supported in this RFP .**

2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by Central/State Government, from participating in any project (build, own and transfer or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid.

2.2.7. The Bid must be accompanied by the audited accounts of the Bidder (of each Member in case of a Consortium) for the latest financial year preceding the Bid Due Date. The Bidder shall enclose with its Bid, to be submitted as per the format set forth in Annexure E of Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors specifying the Turnover of the Bidder at the close of the financial year preceding the Bid Due Date and also specifying

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that the methodology adopted for calculating such Turnover conforms to the provisions of Clause 2.2.2 I (b).

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.

The Balance Sheets must be verified and certified by a Chartered Accountant for each of previous three financial years.

2.2.8 The Bidder must provide details as per format at Appendix I - **Annexure F**.

2.4 Cost of Bidding

2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification of Information

2.5.1 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred hereinabove;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project(s) in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.

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2.5.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RfP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RfP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 Notwithstanding anything contained in this RfP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be liable to be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or entering into of the Concession Agreement, and if the Bidder has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be.

2.6.4

B. DOCUMENTS

2.7 Contents of the RfP

2.7.1 This RfP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will

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additionally include any Addendum issued in accordance with Clause 2.9.

Invitation for Bids

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Fraud and Corrupt Practices
Section 5.	Pre-Bid Meeting
Section 6.	Miscellaneous

Appendices

I Formats for Qualification Bid

ANNEXURE A.	Letter comprising the Bid
ANNEXURE B.	General Information of Bidder
ANNEXURE C.	Power of Attorney for Signing of Bid
ANNEXURE D.	Technical Capacity of Bidder
ANNEXURE E.	Financial Capacity of Bidder

II. Format for Financial Bid

The format is as given in Appendix II

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RfP may notify the Authority in writing by post or e-mail in accordance with Clause 1.2.7. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The responses will be given on e-mail, if deemed necessary.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given

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by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RfP

2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RfP by the issuance of an addendum ("**Addendum**").

2.9.2 Any Addendum issued hereunder will be notified on the website of AMTZ and it shall be deemed to have been served to all concerned

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RfP. The Authority reserves the right to evaluate only those Bids that are received in the required formats and complete in all respects.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Qualification Bid in the formats specified under Appendix-I, and seal it in an envelope and mark the envelope as "**QUALIFICATION BID**". The Qualification Bid shall include:

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- b. General Information of Bidder (Appendix – I - **ANNEXURE B**);
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**);
- d. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE D**);
- e. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE E**); and

2.11.2 The Bidder shall submit the Financial Bid for the Project in the format specified in Appendix – II and seal it in an envelope and mark the envelope as "**FINANCIAL BID**" and enclose

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in a larger envelope containing all the documents

2.11.3 Each of the envelopes shall clearly bear the following identification:

"Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their Manual inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone"

2.11.4 Each of the envelopes shall be addressed to:

The Chief Executive Officer
Medi Valley Incubation Council
TORQUE Building
AMTZ Campus
Near Pragati Maidan,
VM Steel Project S.O.
Visakhapatnam - 530031, Andhra Pradesh.

2.11.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date and Time

2.12.1 Bids should be submitted as per the timelines specified in this RfP

2.12.2 The Authority 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. (any such modification shall be indicated in the webpage of the Authority and shall be deemed to serve to all potential bidders)

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

2.14 Contents of the Bid

2.14.1 The Qualification Bid for the Project(s) shall be furnished in the formats provided under Appendix – I.

2.14.2 The Financial Bid for each Project shall be furnished in the format at Appendix – II. The Bidder shall specify (in INR) the investment support from the Authority and the committed revenue

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

share, as per format.

2.14.3 Generally, the Project will be awarded to the Bidder with the highest cumulative score as detailed in clause 3.3.

2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RfP.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be liable to be disregarded.

2.16 Rejection of Bids

2.16.1 If any Bid received by the Authority is found not signed and/or sealed or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Tender fees it may be summarily rejected.

2.16.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 60 (*Sixty*) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters

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arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RfP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Qualification Bids on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Qualification Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Qualification Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid.

3.2 Tests of responsiveness

3.2.1 As part of the evaluation of Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RfP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix – I;
- (b) it is received by the Authority on or before the specified time on the Bid Due Date that the Bidder has paid the Document Fee
- (c) it is signed, sealed and marked as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.10
- (f) it is not non-responsive in terms hereof.

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3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be declared as the Qualified Bidders.

3.3.2 Financial Bids of the Qualified Bidders only shall be considered for evaluation.

3.3.3 After selection, a Letter of Intent (the "**LOI**") shall be issued, in duplicate, by the Authority to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.

3.3.4 After acknowledgement of the LOI as aforesaid by the Selected Bidder(s), it shall execute the Concession Agreement shall be entered into.

4. FRAUD AND CORRUPT PRACTICES

4.1 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 of the LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOI, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, 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. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or

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after the issue of the LOI or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RfP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority 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.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "**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 the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- b) "**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 ;
- c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
- e) "**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.

5. PRE-BID CONFERENCE

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

- 5.1 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.

- 5.2 During the course of pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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.

.....

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**APPENDIX – I:
FORMATS FOR QUALIFICATION BID**

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

**ANNEXURE A
Letter Comprising the Bid**

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for " Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their Manual inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone"

Dear Sir,

1. With reference to your RfP document dated 11th JUNE 2019, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project(s). The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development and construction, operation and maintenance of the Project(s).
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (*three*) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any

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Addendum issued by the Authority.

- b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.12 of the RfP;
 - c) I/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 Clause 4.3 of the RfP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RfP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RfP.
9. I/ We declare that we are not a Member of a/ any other Consortium submitting a Bid for the Project(s).
10. I/ We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project(s) or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/ We understand that the Selected Bidder shall be an existing {Company/ Trust/ Society}

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incorporated under relevant laws of India or from outside India under equivalent law

15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project(s) and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement
17. I/We have studied all the Bidding Documents carefully and also surveyed the sites. I/we understand that except to the extent as expressly set forth in the Concession Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
18. The investment required and the revenue share with the Authority, both have been quoted by me/us after taking into consideration all the terms and conditions stated in the RfP; draft Concession Agreement, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
19. I/We offer a Tender Fees of Rs.10,000/- to the Authority in accordance with the RfP.
20. I/We certify that we are a functional manufacturer in AMTZ premises and have adequate space of approximately 1500 sq feet to operate the facility.
21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
22. I/We agree and undertake to abide by all the terms and conditions of the RfP, with amendments, if any, done from time to time before bid closure date.
23. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. }

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RfP.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Member

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**ANNEXURE B
GENERAL INFORMATION OF BIDDER**

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company/Trust/ Society} including details of its main lines of business and proposed role and responsibilities in the Project(s):
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

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ANNEXURE C
POWER OF ATTORNEY FOR SIGNING OF BID
(Refer Clause 2.1.7)

Know all men by these presents, I/We, _(name of the Managing Director or head of the organization), _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us/ and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "**Bid for " Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD(Surface Mount Device) Components on PCB's and their Manual inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone**" proposed or being developed by the Authority, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project(s) and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

(Signature)(Valid only when
signed by the Head of the Organization)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

{Notarized}

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*

.....

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

ANNEXURE D
TECHNICAL CAPACITY OF BIDDER
(Refer to Clause 2.2.2 I (a) of the RfP)

General Information

S No.	Item	Details
1	Name of Eligible Project	
2	Name and Address of the Bidder	
3	Name of Promoter/s	
4	Name of the Bidder / Technical Member claiming Technical Capacity in SMT PCB Assembly and Services.	
5	Date of commencement of operations	
6	Currently Operational (Yes/No)	
7	Has the bidder fulfilled the conditions in clause 2.2.2 of the bid document? (Yes/No).	
8	If #7 is Yes, please mention the period of operation and management of the Eligible Project by the Bidder / Technical Member (2 years or more)	
9	Specify key clients, availing eligible project facilities, with special mention of any organization which is related to specifically medical device/ medical equipment manufacturing	

(a write up not exceeding 500 words to be enclosed to describe the technical competency of the bidder in SMT PCB Assembly signed in ink by authorized signatory – enclosing merely documents of past experience/contracts would make the bid liable to rejected. Any additional supporting document in proof of the competency of the organization or the technical manpower available, can be however be added in a separate envelope to be titled “supporting documents of technical competence for the SMT PCB bid”).

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**ANNEXURE E
FINANCIAL CAPACITY OF BIDDER TO BE CERTIFIED BY THE STATUTORY
AUDITOR**

(Refer to Clause 2.2.2 I (b) of the RfP)

(In Rs. Crore)

Bidder type §	Member Code [§]	Proposed Equity Shareholding/controlling interest in SPV (%)	Turn over				
			Year 1	Year 2	Year 3	Year 4	Year 5
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder							

Instructions:

1. Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. For the purpose of the RfP, "**Turnover**" shall mean as follows:
 - (aa) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company or the partnership firm (as the case may be) during a financial year, in case the Bidder is a company or a partnership firm;
 - (bb) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, and grants received by the Bidder during a financial year, in case the Bidder is a trust or a society.;

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APPENDIX – II:- FORMAT FOR FINANCIAL BID

Financial Proposal

Dated:

To

.....

.....

.....

Tel:

Fax:

Sub: Bid for Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their Manual inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone” (“Project”)

Dear Sir,

1. With reference to your RfP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/We hereby confirm that the investment for Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their Manual inspection Facility on Public Private Partnership Mode within “**Andhra Pradesh MedTech Zone**” (“**Project**”), as per the suggested scope of work, as given below.

Financial bid format for cost of project

	Amount in INR	weightage
Investment required from Authority (maximum 2.5 Crore)		50%
Committed Revenue Share (minimum 20%)		50%

details of breakup of P&M, manpower cost, project management cost, etc., to be enclosed separately.

3. I/We agree to keep this offer valid for 90 (*ninety*) days from the Bid Due Date specified in the RfP.

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

4. I/We agree that we have the required space (of sft) and wherewithal within the existing manufacturing unit in the premises of the Zone and are in a position to start operations within 3 months of awarding the contract.
5. I/We agree that AMTZ commitment for the above project cost shall be limited to a maximum of INR 2,50,00,000 (Two Crore and fifty lakhs only) towards the project or 100% of the project cost, which is lower. And the investment envisaged as indicated above is based on realistic assessment and shall be subject to scrutiny by experts and liable to be reduced by the Authority based on documentary /filed assessment, as may be decided.
6. I/We undertake to ensure that all PCB requirements of the Zone manufacturers shall be given priority and other job works shall be undertaken only after exhausting the requirements of the Zone manufacturers or as directed by AMTZ and all pricing for services shall be competitive and favorable as per industry norms.
7. I/We agree to share in revenue on monthly basis shall be payable as committed above.
8. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RfP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Notes:

- i. The selection of bidder who has qualified on technical grounds would be based on the lowest quote indicated for the project, based on weightage for both the financial parameters indicated above.
- ii. The bidder should have existing manufacturing unit/RCC space already allotted by the Authority in the premises of AMTZ.
- iii. Contribution by AMTZ for the project is subject to a maximum of INR 2.50 crore or 100% of the project cost indicated above or investment indicated above, whichever is lowest.
- iv. Weightage shall be given to the bidder seeking lower investment from AMTZ and proposing higher revenue share (to be decided based on equal weightage for both parameters)

XXXXXXX

SCHEDULE I:

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

SCOPE OF WORK (TERMS OF REFERENCE)

1. Authority (MVIC and BVIC) shall be partners shall invest in the equipment, plant & machinery, while the selected bidder shall invest on operation, maintenance and management of the scientific facility.
2. The payment for the services availed will be done directly by the users availing the services at the project facility, as per standard norms applicable for all occupying the zone.
3. The Selected Bidder- Developer and Operator (Concessionaire) will share the following with MVIC and BVIC after the facility has been operationalized:
A share in revenue on monthly basis shall be payable to AIC-AMTZ Medi Valley Incubation Council and Bio valley Incubation Council from the day of start of operation. For operations AIC-AMTZ Medi Valley Incubation Council share shall be limited to 50% each of the revenue share quoted and decided upon based on this bid for both BVIC and MVIC. (i.e. 15% each if the total revenue share quoted by the selected bidder is 30%)
4. The broad scope of work will comprise of the following:
 - The SMT PCB Assembly unit shall comprise of the end to end solution to provide the error-free installation of SMD components on a PCB and shall be capable of performing all operations automatically. The Automated PCB Component mounting equipment shall be capable of handling the PCB Sizes of the magnitude from 50x50mm up to 400x400mm. The automated process shall consist of following stages.
 - i. Applying soldering paste.
 - ii. Inspecting applied solder paste.
 - iii. Conveyor system for transport of PCBs and placement of components.
 - iv. Pick and place of SMD Components.
 - v. Passing PCBs through Reflow Oven.
 - vi. Cooling conveyor and Compressor system
 - Inspection of PCBs
The system shall have the capability to perform inspection based on automated image capture device with the optimal zooming system.
 - It is necessary to test electronic products before they leave the factory. There are several ways in which they may be tested and functional testing of the assembled PCB needed to be tested for the Quality Assurance and Quality Control. It is needed to Rework/Re solder to attain error free Functional assembled PCB.

Note: *The Detailed indicative specifications of automated PCB component mounting system is indicated also refer for flow chart in the **APPENDIX – III***

In addition, the following activities are in the scope of bidder:

- Procurement, transport, Import and Provision of Equipment as per the specification.
- Installation and commissioning of the SMT PCB Assembly line as per the specification.
- Provisioning clean/Control room (including HVAC) requirements as per manufacturer equipment checklist for the facility.
- Provisioning of Power conditioning system (UPS)for the Equipment's.
- Provisioning of compressed air supply system for the Equipment's.
- Operating and Maintenance of the Equipment and machineries.

Limited Tender for Maintenance, Operation and Services Outsourcing of Mounting Electronic SMD (Surface Mount Device) Components on PCB's and their inspection Facility on Public Private Partnership Mode within Andhra Pradesh MedTech Zone

- Provision of Electronic Manufacturing Service for the companies in AMTZ.
5. The facilities should also have a safety kit which includes:
- Laboratory Coat
 - Gloves
 - Safety Glasses
 - Eye Wash station
 - Fire Extinguisher
 - First Aid Kit
6. **General Operations and Management**
- The developer and operator (concessionaire) will hire and depute adequately qualified staff, depending upon the requirements. In addition to the technical staff, other administrative staff will also need to be deployed at the facility, as listed below,
- One (1) SMT PCB Assembly Manager
 - One (1) Quality Assurance Manager, responsible for quality assurance, health and safety management and environmental management
 - Adequate number of Junior technicians within each department/ unit to provide assistance for conducting quality tests and other request activities
7. The developer and operator (concessionaire) will develop SOPs, as per the quality management system guidelines for the following set of parameters,
- Acceptance criteria for products
 - Sample preparation.
 - Description of methods, including validation of results.
 - Quality control.
 - Maintenance and calibration records of equipment.
 - Job descriptions, including responsibilities and continuing competence of individual technical staff.
 - Training records of technical staff, covering which methods they can perform, level of training, whether they can perform a method independently or under supervision, and their ability to train others, etc.
 - Traceability and storage of raw data.
 - Cleaning procedures for the laboratory.
8. **Employee Safety and Health and Security**
- The developer and operator (concessionaire) will be responsible for other operational requirements for the facility which will include,
- Making necessary security and access protocols/ restrictions
 - Entire facility should have CCTV cameras, such that the primary lab area is under surveillance
 - Safety gear including gowns, safety wear, masks, gloves and other essential inventory should be available for the staff at all times.
9. **Data and Records Management**

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The developer and operator (concessionaire) will be primarily responsible for maintaining records and documents, as may be required for scientific and regulatory purposes. This information should be shared with AMTZ officials from time to time, as mutually agreed.

Standards and Accreditation

10. The applicant will be responsible for acquiring all the necessary registrations and approvals from the applicable authorities, as may be required for operations of such a lab.
11. Compliance to IEC 60194 standards is essential as per international practices. The applicant will also be responsible to apply for accreditation from national or international accreditation agencies.
12. PCB assembly services meet the highest quality benchmarks and follow IPC Class 3, RoHS and ISO 9001:2008-certification standards.
13. Indicative standards which are necessary
 - MIL-PRF-31032, Performance Specification Printed Circuit Board/Printed Wiring Board
 - MIL-PRF-55110, Performance Specification for Rigid Printed Circuit Board/Printed Wiring Board
 - MIL-PRF-50884, Performance Specification for Flexible and Rigid-Flexible Printed Circuit Board/Printed Wiring Board
 - GR-1274, Requirements for Reliability Qualification Testing of Printed Wiring Assemblies

SCHEDULE II: OBLIGATIONS OF THE PRIVATE PARTNER AND AMTZ

2.1. Obligations of Private Partner

- 1 The Selected Bidder (Concessionaire) will operate the facility in accordance with international benchmarks and design approval of the facility by the Authority/ its agency.
- 2 The Selected Bidder (Concessionaire) will get the layouts, drawings and plans approved by the Authority and its appointed Project Monitoring/ Management Agency, prior to initiating development of the facility.
- 3 The selected bidder (concessionaire) is mandated to commence the operations within 3 months of the signing the LoI.
- 4 The Selected Bidder (Concessionaire) will keep the Authority and its Project Monitoring/ Management Agency about the status of the development and procurement of equipment on regular basis.
- 5 The Selected Bidder (Concessionaire) will follow the environment, health & safety, regulations as may be applicable from time to time.
- 6 The Selected Bidder (Concessionaire) will require to seek prior approval from the Authority, in case additional services (other than the agreed/ original scope) are required to be provided within the facility. The charges for these additional services have to be mutually agreed on by the Authority or its authorized agency and the Selected Bidder.

2.2. Obligations of AMTZ/ MVIC/BVIC

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- 1 will provide all support for clearances and licenses as required.
- 2 will release funds for equipment procurement from time to time based on bills/ invoices raised by the Developer and Operator (Concessionaire). However, the amount will not exceed the investment support committed by Authority.
- 3 Delays caused due to lack of clearances and approvals will be given due consideration, however the Selected Bidder (Concessionaire), will need to bring this to the timely notice of the Project Monitoring/ Management Agency.
- 4 Exclusivity to AMTZ industrial parks shall be ensured subject to price competitiveness.

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SCHEDULE III: PENALTY AND TERMINATION

Penalty for Delays

- 1 Failure to initiate Operations of the facility within 3 months of handing over the facility, shall attract a penalty performance bank guarantee for every 30 calendar days of delay in initiation on operations.
- 2 The selected service provider shall be responsible for testing, calibration, performance qualification, quality inspection & approval as and when required, and commissioning of the equipment.

Contract Termination Parameters

- 1 The Selected Bidder (concessionaire) is expected to comply with the agreement and charge service fees as stipulated in the financial bid. Any deviation in these charges will result in the termination of the contract.
- 2 The Selected Bidder (concessionaire) is required to seek third party accreditation/ certification or approval, as the case may be. AMTZ will notify the concessionaire of the accreditations/ certifications that are required at the time of signing the contract. The developer and operator (concessionaire) will have to apply for these certifications / accreditations within one year of commercial operations, failing of which, the performance security will be forfeited. A fresh performance security (of equal value) will need to be submitted by the developer and operator (concessionaire) to continue the contract.

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SCHEDULE IV: EQUIPMENT PAYMENTS

1. The developer and operator (concessionaire) will be required to procure equipment and technology.
2. AMTZ will release payments to the developer and operator (concessionaire), as the schedule of payment below, to a maximum value of ‘AMTZ investment’ requested for in the financial bid.

Percentage- Share of AMTZ	Milestone	Supporting documents
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10%	Mobilization Advance	Copy of agreement signed along with preparatory documents such as equipment tender notice., finalization of equipment specifications after its approval by AMTZ and market analysis of equipment costs and viability,
60%	Procurement	Invoice, Delivery Challan and related evidence that the equipment is procured
20%	Installation and Training	Installation and certification by the equipment vendor, that staff has been trained to use the equipment
10%	At the end of one year from the date of installation	Error free operations for 12 months after the installation of the unit

3. The selected bidder (concessionaire) will procure the equipment for the AMTZ project facility. As per the list submitted in the financial bid. The selected bidder is expected to make their own estimation of the capacity so as to not exceed the waiting time as mutually agreed with the Authority or its authorised agency.
4. In case of a requirement to augment the reference list of equipment, in future, such augmentation will depend upon the approval of Authority, based on the need assessment done with reference to the productivity performance. Equipment shall be procured by the selected bidder, under which the selected service provider shall undertake a transparent and competitive procurement process with approval of the Authority. The equipment shall be procured by work order generated in the name of service provider and the purchased goods shall be subsequently transferred to the Authority with warranty as applicable, through a high-sea sales agreement.
5. Authority would support the selected bidder as per the schedule of financial support and payment. Service provider would procure equipment as per the specifications/ list of equipment as approved. This grant would-be one-time grant to the selected bidder exclusively for equipment, plant and machinery etc. to the extent proposed by bidder.
6. The selected bidder will procure the specified equipment, furniture and technology for the facility. The list given in this document is not an exhaustive list and the concessionaire may add equipment, furniture and technology, as required. The bidder is expected to make their own estimation of the capacity so as to not exceed the waiting time as mutually agreed with AMTZ for provision of services to the manufacturers, in consultation with the Authority.
7. For the equipment, furniture and technology which are invested upon, the selected bidder will be responsible for ensuring up keep and maintenance of these equipment.
8. Exit Clause: If the selected bidder chooses to leave the contract during the contract period, the performance bank guarantee shall be invoked, and the development charges paid by the bidder remains non-refundable. There shall be no liability on the Authority and the entire infrastructure including plant and machinery shall continue to remain with BVIC/MVIC. The bidder shall have no claims over AMTZ property or towards any revenue paid to the Authority since the initiation

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of the contract. Any outstanding liability toward any stakeholder pending by the selected bidder, shall remain its own obligation.

9. The selected bidder will not be provided with any additional support from the Authority for the replacement of up gradation of these equipment. The ownership of equipment purchased shall lie with the Authority.

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APPENDIX – III:- DETAILED INDICATIVE SPECIFICATIONS

Detailed indicative Technical Specifications of Mounting Electronic SMD Components on PCBs Mentioned Below:

1) Solder Paste Printer

- Board Size: minimum 50mm x 50mm to 400 x 340mm
- Cycle Time less than 9 Sec
- Stencil fiducial recognition
- Print Speed: 20mm/Sec
- Adjustable Frame Size.
- Position Repeatability: 13um
- Squeegee Angle standard 60

2) Solder Paste Inspection

- Board Size: 50mmx 50mm to 510mm x 460mm
- Cycle Time less than 9 Sec
- PCB Thickness: 0.6mm to 5.0mm
- PCB weight: Up-to 3KG
- Optical resolution: At least 15um
- Edge Clearance: 4mm or better

3) SMT Pick and Place Machine

- Board Size: minimum 50mm x 50mm to 1400 x 500mm.
- Automatic PCB Warpage detection.
- Number of Heads: At least 12.
- Rated Speed (CPH): **40,000 - 45,000** CPH.
- Minimum Component Size: 0201mm.
- Maximum Component Size: 120 X 90mm.
- Component Height: up to 30mm.
- Maximum feeder Slots @8mm: 144.
- Camera Based Component recognition.
- Colour Camera Fiducial recognition.
- Placement Accuracy:

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- i. Chip: ± 0.040 ($\mu + 3\sigma$) mm or less.
 - ii. QFP: ± 0.025 ($\mu + 3\sigma$) mm or less.
- Laser based placement.
 - Placement Force control from 5N to 30 N.
 - Component Presence Check.
 - Machine Programming without CAD data.
 - Electric Feeder with auto Pitch setting and maintenance Alarm.

4) Reflow Oven

- Board Width: minimum up-to 500mm.
- Conveyor Speed: 1800mm/minute or more.
- Closed Loop Conveyor speed control.
- Heating Zone: 7 Top and Bottom.
- Auto Lubrication System.
- Heater Material: Nichrome.
- Accuracy of Temperature controller: 0.1Degree Celsius.
- Temperature Range: 60-350 Degree Celsius.
- Cooling Zone:1.
- Computer Controlled System with Data Log.
- Temperature Profiling.

5) Transfer & Cooling conveyor

- 1 zone.
- Motorized Conveyor.
- Variable Speed control.
- PCB Inspection Mode and By-pass Mode for the Inspection section.

6) Manual Optical Inspection

- Optical Zoom 30x
- Camera 1080p, 1920x1080@ 60Hz
- Auto Focus
- On screen magnification: 1.9x to 52x
- 22" Monitor HDMI Output, HDMI Input, USB 3.0 output, USB 2.0 input, Ethernet

7) Uninterrupted Power Supply

- Input Voltage: 3 phase 440V AC.
- Output Voltage: 3 phase 440V AC/ 3x 230VAC
- Output Power Rating: As per the Machine rating of
 - i. Solder Paste Printer
 - ii. Solder Paste Inspection
 - iii. SMT Pick and Place Machine

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iv. All Conveyors

- Backup Time minimum 30 Minutes.
- Inductive Load Support.

8) Voltage Stabilizer

- Input Voltage: 3 phase 440V AC.
- Output Voltage: as per the Voltage rating of the Reflow machine
- Output Power Rating: As per the Machine rating of Reflow machine.

9) Pneumatic Compressor

- Input Voltage: 3 phase 440V AC.
- Output Pressure: Max 10 Bar
- Automatic Cut-in/Cut-off option
- Accumulator: 500 Liter
- 5micron Filter
- De-humidifier Flow rate to suite the machine selected.

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