



**Request for Proposal [RFP] for Purchase of Microscopes for Intensified Malaria
Elimination Program (IMEP-2) from
Original Equipment Manufacturers (OEM)/ Partners/ Distributors/ Dealers**

Tender No.: B11/01/21-PROC/MICROSCOPES dated 22 September 2021

TCI Foundation
TCI House
69, Institutional Area
Sector-32, Gurugram-122001

Website: www.tcifindia.org
Email: npmu@tcifindia.org

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Section 1 - Introduction and Disclaimers

1.1. Purpose of RFP

The purpose of RFP is to shortlist original equipment manufacturers (OEM)/ Authorized agents (herein afterwards referred as 'Suppliers') for supply and installation of microscopes for Intensified Malaria Elimination Programme (IMEP-2) in India under National Vector Borne Diseases Control Programme (NVBDCP) MoHFW. The details of the specifications required are given in the subsequent sections of this tender document.

1.2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with TCI Foundation (TCIF). Neither TCIF nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither TCIF nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, TCIF and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of TCIF or any of its officers, employees, contractors, agents, or advisers.

1.4. Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by TCIF, will be borne entirely and exclusively by the Respondent.

1.5. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and TCIF until execution of a contractual agreement.

1.6. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.7. Evaluation of Bids

1. Each Recipient acknowledges and accepts that TCIF may in its absolute discretion apply selection criteria specified in the document for evaluation of bids for short listing / selecting the eligible Bidders. The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.
2. TCIF will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
3. The Tender Evaluation Committee constituted by the TCIF shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Any Bidder's inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
4. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP in **Annexure VII**.
5. The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
6. The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
7. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
8. Initially Pre-qualification /Minimum Eligibility Criteria scrutiny of all the documents and forms as per clause 2.4 will be done as mentioned in the **Annexures VII** of this RFP.
9. All responsive Bids will be considered for further processing as mentioned below. TCIF will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

1.8. Acceptance of Selection Process

Each Recipient having responded to this RFP acknowledges to have read, understood and accepted the selection & evaluation process mentioned in this RFP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.

1.9. Errors and Omissions

Each Recipient should notify TCIF of any error, omission, or discrepancy found in this RFP document.

1.10. Acceptance of Terms

A Recipient, by submitting their bids to this RFP, will be deemed to have accepted the terms of this Introduction and Disclaimer.

1.11. Requests for Proposal

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Contact: Dr Tarique Ajiz, Regional Coordinator

Email: npmu@tcifindia.org Telephone: +91 (124) 2381603-07

TCIF may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

1.12. Notification

TCIF will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RFP. TCIF is not obliged to provide any reasons for any such acceptance or rejection.

-Section 1 ends-

Section 2 - Background

2.1. About TCI Foundation (TCIF)

TCI Foundation is a registered and autonomous entity in India. The Foundation works for societal initiatives across India in coordination and as a partner of the Government in national strategic projects. The NVBDCP, MoHFW has entrusted a project "Saksham" to TCI Foundation under the Global Fund Grant initiative for Intensified Malaria Elimination Program (IMEP-2).

About Microscopes

The microscopes to be procured through this tender shall be used solely by the National, State and District Vector Borne Diseases Control Programme. This procurement is not for commercial purpose and thus for the purpose of Intensified Malaria Elimination Programme (IMEP-2) under NVBDCP, Ministry of Health & Family Welfare.

2.2. Specifications of Equipment

The technical specifications of the equipment specified in the schedule (**Annexure IV, V, VI**) are basic or minimum requirements where Products will be identified that's meets minimum technical requirements and specifications. All offered products by the bidder will be evaluated against the technical specification set by TCIF.

2.2.1. TCIF shall procure the microscopes directly from the Original Equipment Manufacturers (OEM) or its authorized agent who are authorized by Original Equipment Manufacturers (OEM) to sell products manufactured by OEM manufacturer.

2.2.2. The purpose behind issuing this RFP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for award of contract.

2.3. Tender Methodology

2.3.1. The tender methodology to be adopted by TCIF will be "**THREE Bid System**" i.e., (i) Pre-qualification /Minimum Eligibility Criteria, (ii) Technical Bid and (iii) Commercial Bid.

2.3.2. Bidders who qualify in the pre-qualification /minimum eligibility criteria would only be considered for evaluation of Technical bids.

2.3.3. The bidders whose technical bids are found as qualified shall be short listed for commercial evaluation.

2.3.4. TCIF reserves the right to open the commercial bid on a pre-decided date and time in the presence of the representatives of the bidders.

2.3.5. TCIF would enter into contract with the bidder(s) whose commercial bids are determined as Lowest Commercial Bid [L1] for each types of the microscopes.

2.4. Pre-Qualification Criteria Minimum Eligibility Criteria:

- 2.4.1.** The bidder should be a registered company under the laws applicable in the country of registration.
- 2.4.2.** The bidder should be Original Equipment Manufacturers (OEM). The bidder if not OEM, must be in possession of valid certificate of being authorized agent issued by the Original Equipment Manufacturer (OEM) with certificate validity of next year(s).
- 2.4.3.** The bidder should have annual turnover equivalent to 25 crores in Indian Rupees each for the last three financial years.
- 2.4.4.** The bidder should be in the business of supply, installation and after sales-service of microscopes or medical or scientific equipment for at least five [5] years as on date of publishing of the tender.
- 2.4.5.** The Bidder must not have been blacklisted/ debarred/ suspended / banned by any other entity of GOI or any other State Government/ Government of India/ any Government organization or any other funding agency.
- 2.4.6.** The bidder should have direct support or indirect i.e. support through service partners at all the delivery locations. Bidders must submit a detailed support matrix as per **Annexure – XVI**.
- 2.4.7.** In compliance with quality standards, Bidders must provide **ISO-13485** applicable for in-vitro and imaging equipment diagnostic product (microscopes) recognized by one of the regulatory authorities of the founding members of Global Harmonization Task Force (GHTF) and as per the Medical Devices (Amendment) Rules, 2020 notified by the Government of India.
- 2.4.8.** In compliance with quality standards, Bidders must provide **ISO 9000** series for diagnostic products (Microscopes) / recognized by one of the regulatory authorities of the Founding Members of Global Harmonization Task Force (GHTF).
- 2.4.9.** In accordance with the regulatory standards of quality and safety of the medical devices in India, the Bidder must be registered under the Drugs and Cosmetics Act, 1940 and also registered as per Medical Devices (Amendment) Rules, 2020 to import or manufacture medical devices (microscopes). The registration certificates be annexed with the bids.
- 2.4.10.** Bidders must also submit certificates, license or any other relevant documents in case the bidder intends to import the product item/ microscope from outside India (refer to point no 3.13.4.4 for detail)
- 2.4.11.** The bidders must submit documentary evidence in support of facts/ claims submitted/ made in response to the Pre-qualification/ minimum eligibility criteria. Documents should be submitted along with **Annexure VII** [Pre-Qualification / Minimum Eligibility Criteria]. Proposals of bidders who do not fulfil the above criteria or who fail to submit the documentary evidence thereon would not be considered for further evaluation viz. Technical and Commercial.

2.5. Schedule of Events:

The bidder should follow the schedule of events accordingly to avoid rejection. It is mandatory for the bidder (Original Equipment Manufacturer [OEM]/Authorized agents) to comply with the “**THREE BID SYSTEM**” for each type of the microscope, specifying all the details and specifications.

1	Purpose of RFP	Supply and Installation of New & Branded Microscopes		
2	Bid Applying for (Tick Mark)	Binocular Microscope	<input type="checkbox"/>	
		Training Microscope with Penta Head & Camera	<input type="checkbox"/>	
		Stereo Type Dissecting Microscope	<input type="checkbox"/>	
3	RFP Number	B/11/01/21-PROC/MICROSCOPES		
4	Date of Issue of RFP	22 September 2021		
5	Earnest Money Deposit [EMD]	ANNEXURE – III		
6	Date of Pre-Bid Meeting	01 October 2021		
7	Last date of submission of clarification questions/pre-bid queries	06 October 2021		
8	Last date for submission of hard copy of bids from issue / publishing of the tender.	20 October 2021		
9	Address for submission of bids	Director National Project Management Unit (PR-2) TCI Foundation, TCI House, 69 Institutional Area, Sector-32, Gurgaon – 122001		
10	Bid Validity	Proposals shall remain valid for 6 months (Six Months) from the last date of submission of bids.		
11	Date of Opening of Prequalification Criteria Bids	22 October 2021		
12	Date of Opening of Technical Bids	29 October 2021		
13	Date of opening of Commercial bids.	08 November 2021		
14	Venue for pre-bid meeting & opening of bids.	National Project Management Unit (PR-2) TCI Foundation, TCI House, 69 Institutional Area, Sector-32, Gurgaon – 122001		
15	Contact Details:			
	Name	Designation	Phone	E-mail
	Dr Tarique Ajiz	Consultant - Regional Coordinator	(0124) 2381603 - 07	npmu@tcifindia.org

-Section 2 Ends-

Section- 3

3.1. Clarification of Bids

- 3.1.1. The bidder or its official representative will be invited to attend the opening of Technical, and Commercial bids on the date, time and venue as mentioned in Section 2.5. It would be the responsibility of the Bidders representatives (only one person per OEM/ authorized agent) to be present at the mentioned venue.
- 3.1.2. Clarification sought by bidder should be made in writing in excel sheet and submitted (via E-mail) as mentioned in Schedule of Events (Section 2.5) and in a pre-bid query format as per **Annexure – I**.
- 3.1.3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by TCIF, together with amendment to the bidding document, if any, will be posted daily on the official website of TCIF **www.tcifindia.org**. No individual clarifications will be sent to the bidders. It would be responsibility of the bidder to necessarily check the website before final submission of bids.
- 3.1.4. In case of any clarification required by TCIF to assist in the examination, evaluation and comparison of bids, TCIF may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.

3.2. Amendment/Corrigendum to the bidding document:

- 3.2.1. At any time prior to the date of submission of Bids, TCIF, for any reason, may modify the Tender Document, by amendment.
- 3.2.2. The amendment will be posted on official website of TCIF **www.tcifindia.org**.
- 3.2.3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. TCIF will not have any responsibility in case some omission is done by any bidder. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, TCIF, at its discretion, may extend the deadline for the submission of Bids.

3.3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the bid exchanged by the Bidder and TCIF and supporting documents and printed literature shall be written in English.

3.4. Documents Comprising the Bid

The bid shall consist of Pre-qualification/ minimum eligibility criteria bid, Technical bid and Commercial bid. The bidders should submit **three copies of their responses** in an envelope comprising as per the list given below in the following manner:

S.no	LIST OF DOCUMENTS
PRE-QUALIFICATION BID DOCUMENTS	
1	Copy of Certificate of Registration/ Incorporation
2	Copy of PAN, if any
3	Copy of Tax Registration
4	OEM: Manufacturing License
5	Certificate of authorized Agent issued by the Original Equipment Manufacturer (OEM) with certificate validity of next year(s).
6	Certificate from statutory auditor citing the revenue/ turnover for each of the last three financial years
7	Article of Association of the bidder organization Or Certificate from statutory auditor Or Work Oder/ Copy of contract.
8	Affidavit on Non-Judicial stamp paper of Rs. 100/- duly signed by the contract executor and verified by the Public Notary. Annexure- XIII
9	Certificate ISO-13485 for Microscopes to be attached.
10	Certificate ISO-9000 series for Microscopes to be attached.
11	Detailed support matrix as per Annexure – XVI.
12	Registration Certificate to be attached issued under the Drugs and Cosmetics Act, 1940 and also registered as per Medical Devices (Amendment) Rules, 2020 for Microscopes.
TECHNICAL BID DOCUMENTS	
13	EMD- Refundable – Annexure –III.
14	Technical Bid as per Annexure – IV, V, VI.
15	Bid Forwarding Letter as per Annexure – X
16	Form of Declaration – Annexure- XI
17	Power of Attorney for authorized signatory – Annexure – XIV.
18	Data sheets/ printed literature of all the specifications of microscopes being quoted.
COMMERCIAL BID DOCUMENTS	
19	Commercial bid as per Annexure- VIII

3.5. Signing, Sealing and Marking of Bids

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

The response to Pre-Qualification Proposal, Technical Proposal and Commercial Proposal (as mentioned above) should be covered in separate sealed envelopes clearly super scribing, "Tender No B/11/01/21-PROC/MICROSCOPE/Pre-Qualification Bid", "Tender No B/11/01/21-PROC/MICROSCOPE/ Technical Bid" and "Tender No B/11/01/21-PROC/MICROSCOPE/ Commercial Bid" respectively.

Each copy of each bid should also be marked as "Original Copy" or "Duplicate Copy" as the case may be along with contents of the envelope of the enclosed proposals. Name and address of bidder along with contact number should be clearly indicated on the cover of each envelope. The envelope(s) shall be addressed to the TCIF at the address given below. If the envelop(s) are not sealed and marked as indicated above, TCIF will assume no responsibility for the Bid's misplacement or its premature opening.

The Director
National Project Management Unit (PR-2)
TCI Foundation
TCI House, 69 Institutional Area
Sector-32, Gurgaon – 122001

3.6. Bid Currency

Bids should be quoted in Indian Rupee (INR) only; applicable for both Indian and Foreign bidders.

3.7. Earnest Money Deposit (EMD):

- 3.7.1. All the responses must be accompanied by a refundable interest free Earnest Money Deposit of an amount as mentioned in **Annexure III**.
- 3.7.2. EMD should be in the form of **bank guarantee/ Demand Draft / Banker's Cheque** in favor of "**TCI Foundation**" **payable at Gurgaon**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 3.7.3. No interest will be paid on EMD.
- 3.7.4. Request for exemption from Security Deposit will not be entertained.
- 3.7.5. The EMD amount of all unsuccessful bidders would be refunded without interest within 30 (thirty) days of notice of award of contract.
- 3.7.6. Successful Bidder's EMD amount will be refunded only after submission of performance guarantee by the bidder on acceptance of the contract.
- 3.7.7. The earnest money deposit (EMD) may be forfeited:
 - 3.7.7.1 If a Bidder withdraws its bids during the period of bid validity.
 - 3.7.7.2 If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - 3.7.7.3 In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

3.8. Period of Validity of Bids

- 3.8.1.** Prices and other terms offered by Bidders must be firm for an acceptance period of Six (6) Months from date of closure of this RFP.
- 3.8.2.** In exceptional circumstances TCIF may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall made in writing. The bid security provided shall also be extended.

3.9. Deadline for submission of Bids

- 3.9.1.** The bids must be received by TCIF at the specified address as mentioned in the schedule of events (section 2.5) of this document.
- 3.9.2.** In the event of the specified date for the submission of bids, being declared a holiday for TCIF, the bids will be received up to the appointed time on the next working day.
- 3.9.3.** TCIF may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of TCIF and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.10. Late Bids

Any bid received by TCIF after the deadline for submission of bids prescribed by TCIF will be rejected and returned unopened to the bidder.

3.11. Modification And/ Or Withdrawal of Bids:

- 3.11.1.** The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by TCIF, prior to the deadline prescribed for submission of bids.
- 3.11.2.** The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by TCIF not later than the deadline for submission of bids.
- 3.11.3.** No bid may be modified or withdrawn after the deadline for submission of bids.
- 3.11.4.** TCIF has the right to reject any or all bids received without assigning any reason whatsoever. TCIF shall not be responsible for non-receipt / non- delivery of the bid documents due to any reason whatsoever.

3.12. Opening of Bids by TCIF

- 3.12.1.** On the scheduled date and time, bids will be opened by TCIF Committee in presence of Bidders representative. It would be the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign in register evidencing their attendance.
- 3.12.2.** The Bidder's name and presence or absence of requisite EMD and such other details as TCIF, at its discretion, may consider appropriate will be announced at the time of technical bid opening. No bid shall be declared as rejected or accepted at the time of bid opening, except for late bids which shall be returned unopened to the Bidder.
- 3.12.3.** Bids that are not opened at the time of Bid opening shall not be considered for further

evaluation, irrespective of the circumstances.

3.13. Evaluation Methodology

3.13.1. Clarification of bids

- 3.13.1.1.** During evaluation of Bids, TCIF, at its discretion, may ask the Bidders for clarifications on their Bids. The request for clarification by the bidder shall be in writing (e-Mail) in an excel sheet in the provided format in **Annexure - I**, and no change in the substance of the Bid shall be sought, offered or permitted. The response to clarification is mentioned in para 3.1.3.
- 3.13.1.2.** Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid. Compliance should be in terms of their offerings against each parameter. Merely writing as 'Complied' or 'Yes' in the bidder's response column shall be considered as incomplete information and such bids shall be liable to be rejected.
- 3.13.1.3.** Any deviations from the specifications should be clearly brought out in the bid.
- 3.13.1.4.** Bidders to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract.

3.13.2. Preliminary Examinations to ensure that the bids meet minimum eligibility criteria

- 3.13.2.1.** TCIF will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 3.13.2.2.** TCIF may, if required, can visit to inspect live site(s) of the bidder, witness demos, bidder's presentation, verify functionalities / response times etc.
- 3.13.2.3.** Bidders should be responsive as per the documents and forms as per the Pre-Bid qualification mentioned in **Annexure VII**, any deviation or non-submission of the documents may result in cancellation of the candidature of the bidder and TCIF will not be held responsible for the same.

3.13.3. Technical Evaluation

- 3.13.3.1.** Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 3.13.3.2.** The bids will be reviewed technically on the basis of microscope specifications as mentioned in the **Annexure no. IV, V and VI** and **compulsory AMC/CMC** to be provisioned by the Supplier itself or through its authorized service provider for the period beyond free warranty period till **31st March 2024**.
- 3.13.3.3.** During Technical evaluation TCIF at its discretion can ask the bidders for the demonstration of all or some components/ features and components of the microscope items quoted by them. However, TCIF will not pay/ reimburse any

expenditure incurred by the bidders for arranging the demonstration.

3.13.3.4. All technically qualified bidders will be short listed for commercial evaluation of their bids.

3.13.4. Commercial Evaluation

3.13.4.1. All the bidders who qualify in Technical evaluation will be short listed for commercial evaluation of their bids.

3.13.4.2. The commercial bids will be evaluated by the designated committee on the basis of unit price of the microscopes and other allied expenses/Charges including but not limited to any kind of levy and taxes, customs duty, import charges, handling charges, demurrages, local transportation charges, permits and licenses for transportation fee, road and toll taxes, transit insurance, installation charges till the delivery of items (microscopes) at designated location/places/offices in India. The commercial bid shall also consolidate the Annual/Comprehensive Maintenance Contract (AMC/CMC) cost up to 31st March 2024 excluding the cost free warranty period, in total price of each unit of microscope.

3.13.4.3. The bidders must quote for Annual/Comprehensive Maintenance Contract (AMC/CMC) (Including all Spares, Accessories and Labour) up to **31st March 2024** excluding the free warranty period. The AMC/CMC charges shall not be quoted separately otherwise the offer shall be summarily rejected. **Details of services to be covered is presented in clause 4.11.**

3.13.4.4. The bidder shall be solely responsible for arranging the documents/licenses pertaining to import and transportation of microscope at their own. TCI Foundation shall not be responsible for making any arrangement for the import/delivery of microscopes. The delivery of the microscopes shall be at door steps of the designated locations, in India.

3.13.4.5. The bidder shall be solely responsible to deliver the microscopes at designated locations, in India, in perfect working condition, and shall be responsible for any kind of loss and damages during the transition from the site of origin till site of destination and shall be insured for 100% value of the microscope including all allied expenses/charges.

3.13.4.6. TCIF will award the contract to the successful bidder(s) whose bids have been determined to be the **Lowest Commercial bid (L1)** for each type of microscopes. TCIF has right not to award the contract or reject the lowest bidder (L-1) if it is not in the interest of the project or TCI Foundation or not in line with the budgetary provisions.

3.13.5. Arithmetic errors correction:

Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

3.13.5.1. If there is discrepancy between the unit price and / or allied charges in the total price, which is obtained by multiplying the unit price with quantity, the unit price and /or allied charges shall prevail and the total price shall be corrected unless it is a lower

figure. If the bidder does not accept the correction of errors, its bid will be rejected.

- 3.13.5.2. If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price and/or allied charges quoted either in words or figures, the unit price quoted in words shall be taken as correct.

3.14. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

3.15. Contacting TCIF

- 3.15.1. Bidder shall NOT contact TCIF on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from TCIF.
- 3.15.2. Any effort by the Bidder to influence TCIF employees, consultants or stakeholders in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

3.16. Award of Contract

- 3.16.1. TCIF will award the contract to the successful bidder out of the Bidders who have responded to TCIF's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid in each type of microscopes.
- 3.16.2. TCIF reserves the right at the time of award of contract to change the quantity of goods or services or change in location where microscopes are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms.
- 3.16.3. **After award contract the bidder will execute contract agreement with TCIF within 14 days from the date of award of contract.**

3.17. Delivery and Installation Schedule

- 3.17.1. The Bidder warrants that the Goods supplied under the Contract are brand new, unused and of latest manufacturing.
- 3.17.2. **The Bidder should deliver the goods within 30 days from the date of acceptance of PO.**
- 3.17.3. Delivery of the Goods shall be made by the OEM/Authorized Agent in accordance with the clause mentioned at 3.18.2.
- 3.17.4. The Bidder shall install the microscopes within the time to be mentioned in the purchase order from the date of delivery of the microscopes at various locations specified by TCIF. The Bidder shall also impart adequate training to operate the supplied microscope(s) to the end users at the time of installation of microscope(s).
- 3.17.5. After completion of installation of microscope(s), the authorized person of the receiving office should release sign-off on the Installation- cum-Acceptance certificate as per **Annexure – XIX** to TCIF within **10 (ten) days** of installation of microscopes.
- 3.17.6. Installation will be treated as incomplete in one/all of the following situations:

3.7.7.1. Non-delivery of any components viz. accessories, documentation, mentioned in the order.

3.7.7.2. Non-delivery of supporting documentation.

3.7.7.3. Delivery, but no installation of the components.

3.7.7.4. System operational, but unsatisfactory to the user.

3.17.7. TCIF will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

3.17.8. The liquidation damages for non-performance represent an estimate of the loss or damage that TCIF may have suffered due to failure in the performance of the obligations (relating to delivery, installation, operationalization, implementation, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

3.17.9. TCIF, without prejudice to its other remedies under the Contract, shall deduct the liquidated damages from the Contract Price in case of delayed delivery of microscopes. In other cases, as mentioned in clause 3.17.7 the liquidated damages shall be deducted from the Performance Security. The penalty values are mentioned at clause 4.15.

3.17.10. Products shall be supplied in a ready to use condition along with all accessories and manuals etc.

3.18. Delivery Locations:

3.18.1. TCIF shall receive all delivery of microscopes and accessories at specified locations, the list of which will be shared with the successful bidders.

3.18.2. TCIF reserve the right to place the purchase order with respective OEM/ Authorized Agent for all the microscopes in single or multiple lots.

3.19. Delivery and Documents:

3.19.1. The details of shipping and/or other documents to be furnished by the OEM/ Authorized Agent are specified hereunder.

3.19.1.1. Original copy of the duly signed challan with name, designation, date and seal of the office concerned affixed.

3.19.1.2. Original copy of OEM/ Authorized Agent invoices showing contract number, goods description, quantity, unit price & other charges and total amount.

3.19.1.3. Bidder should arrange for Inspection certificate issued by the nominated inspection agency, if any, and the OEM's factory inspection report and Quality Control Test Certificates, if asked by TCIF.

3.19.1.4. Proof of warranty.

-Section 3 Ends-

Section 4 - General Terms and Conditions

4.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1 "TCIF" means TCI Foundation.
- 4.1.2 "The Contract" means the agreement entered into between TCIF, represented and the OEM/ Authorized Agent, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.3 "The Contract Price" means the price payable to the OEM/ Authorized Agent under the Contract for the full and proper performance of its contractual obligations;
- 4.1.4 "The Goods" means all of the equipment, machinery, and/or other materials required for microscopes which the OEM/ Authorized Agent is required to supply to TCIF under the Contract;
- 4.1.5 "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, warranty, training and other such obligations of the OEM/ Authorized Agent covered under the Purchase Contract;
- 4.1.6 "TCC" means the Terms and Conditions of Contract contained in this section;
- 4.1.7 "OEM means Original Equipment Manufacturer.
- 4.1.8 "Supplier" means Authorized Agent.

4.2. Use of Contract Documents and Information

- 4.2.1. The Supplier shall not, without the TCIF's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of TCIF in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2.2. The Supplier will treat as confidential all data and information about TCIF, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of TCIF.

4.3. Subcontracts

- 4.3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the TCIF's prior written consent.
- 4.3.2. The Supplier shall notify and obtain concurrence from TCIF in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

4.4. Price

- 4.4.1. Prices quoted by the bidders should include the unit price of the microscopes and other allied expenses/Charges including but not limited to any kind of levy and taxes, customs duty, import charges, handling charges, demurrages, local transportation charges, permits and licenses for transportation fee, road and toll taxes, transit

insurance, installation charges till the delivery of items (microscopes) at designated location/places/offices in India. The commercial bid shall also consolidate the AMC value post warranty period till **31st March 2024** in total price of each unit of microscope.

4.4.2. Terms and condition of warranty and support service will be submitted along with the RFP Documents in their prescribed format.

4.4.3. Once a contract price proposed and agreed to, by successful bidder will be binding (due to any change in direct / indirect costs) the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labor or other components or for any other reason.

4.4.4. It is Bidder's responsibility to process / submit / clear any document from the respective department/authority for delivery to TCIF.

4.4.5. No other cost whatsoever will be paid by TCIF.

4.4.6. The supplier shall supply the microscopes and accessories to the non-government organization for non-commercial use and solely for its use in the Government of India departments under Intensified Malaria Elimination Programme (IMEP-2); thus, the price quoted should not be of commercial value microscopes.

4.5. Terms of Payment

The standard payment terms of TCIF are given below:

4.5.1. Payment of microscope and accessories shall be made after 100% supplies of the purchase order items and Installation-cum-Acceptance Certificate issued by the designated authority of the receiving office and verified by authorized person of TCIF.

4.5.2. All the payments including refund of EMD will be made by TCIF Head office at Gurgaon, electronically through RTGS/ NEFT/ Cheque. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's banker] Bank Mandate Form as per format prescribed in **Annexure – XVII**.

4.5.3. At the time of claiming all the payments including refund of EMD, supplier will be required to confirm in writing the bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.

4.5.4. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST etc. in connection with delivery of goods at site including incidental services and commissioning.

4.5.5. The payment of maintenance of microscopes will be done on half yearly basis on submission of the satisfactory certificate from the user/ designated authority/ authorized person by TCIF as per **Annexure XXII**.

4.5.6. The Bidder must accept the payment terms proposed by TCIF. The financial bid submitted by the Bidder must be in conformity with the payment terms mentioned by TCIF.

4.5.7. TDS, if any, will be deducted while releasing the payment.

4.5.8. All Payments will be made to the Bidder in Indian Rupee only.

4.6. Technical Information

- 4.6.1.** The Bidder should strictly quote for the Brand/ Model complying with technical specifications given in **Annexure – IV, V, VI.**
- 4.6.2.** The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be in English.
- 4.6.3.** The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 1 (one) years warranty period. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.

4.7. Acceptance

- 4.7.1.** The installation-cum-acceptance test will be performed after installation of microscope(s) at the respective locations.
- 4.7.2.** In the event of failing to pass the installation-cum-acceptance test, a period not exceeding two weeks will be given to rectify the defects failing which TCIF reserves the right to impose the penalty as per clause 4.15.
- 4.7.3.** Successful conduct and conclusion of the installation-cum-acceptance tests for the microscopes shall be the sole responsibility and at the cost of the Supplier. During installation-cum-acceptance testing the Supplier has to demonstrate all the features of the respective components of the microscope.

4.8. Governing language

The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

4.9. Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

- 4.9.1.** Compliance with all applicable laws: The Supplier shall undertake to observe, adhere to, abide by, comply with and notify TCIF about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect TCIF and its employees/ officers/ staff/ personnel/ consultants / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- 4.9.2.** Compliance in obtaining approvals/ permissions/ licenses: The Supplier shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this contract or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the contract, and in the event of any failure or omission to do so, shall indemnify,

keep indemnified, hold harmless, defend, protect and fully compensate TCIF and its employees/ officers/ staff/ personnel/ consultants / representatives / agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and TCIF will give notice of any such claim or demand of liability within reasonable time to the bidder.

4.10. Performance security

- 4.10.1. The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) of an amount equivalent to 10% of contract value and valid for WARRANTY period + Three months (invocation period) from the date of acceptance. The performance guarantee to be submitted at the time of signing of Contract or within **14 days** of issuance of the letter of award.
- 4.10.2. A separate performance security regarding the Comprehensive maintenance contract (CMC) has to be submitted in the form of an unconditional Bank Guarantee (BG) of an amount equivalent to 5 % of the contract value. The date of validity will be after the warranty period till **31st March 2024**.

4.11. Warranty

- 4.11.1. The Warranty shall be on-site and comprehensive. Defective microscope shall be replaced by the Supplier at his own cost, including the cost of other charges.
- 4.11.2. During the Warranty period, the Supplier will have to undertake microscopes maintenance and replacement or repair of defective parts or microscopes.
- 4.11.3. TCIF shall promptly notify the Supplier in writing / e-mail of any complaint arising under this warranty.
- 4.11.4. Upon receipt of such notice the Supplier shall, as mentioned below, repair or replace the defective microscope or parts thereof, without any cost to TCIF
- 4.11.5. In case microscope is taken away for repairs, the Supplier shall provide similar standby equipment so that the microscope can be put to use in the absence of the originals/ replacements without disrupting user's regular work.
- 4.11.6. In case some microscope, during the warranty is declared by the Supplier as beyond repairs, the Supplier shall provide a replacement microscope of the same or higher configuration from the same Supplier with prior approval and without any cost to TCIF.
- 4.11.7. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 4.11.8. Further provided that TCIF may, during the period of the warranty, shift the microscope wholly or in part to other location(s) within India and in such case the Supplier undertakes to continually provide warranty of the microscopes at the new location without any other additional cost to TCIF.

4.12. Post Warranty Maintenance:

The selected Supplier itself or through its authorized service provider will enter into Annual/Comprehensive Maintenance Contract (AMC/CMC) with TCIF, for post warranty maintenance of microscopes, with obligation to supply/provide all spare parts and accessories during the AMC/CMC contract period. All the above mentioned points in warranty period will also be a part of the CMC.

4.13. Repeat Order:

TCIF reserves the right to place repeat order for the same items at the contracted rate, up to the extent of 20% of the purchase order within **180 days of placing the order**.

4.14. Forfeiture of performance security

4.14.1 TCIF shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the Supplier's failure to complete its obligations under the contract of purchase of microscopes as well under contract of its AMC/CMC. This is without prejudice to the TCIF's right to proceed against the Supplier in the event of the performance guarantee being not enough to fully cover the loss/damage.

4.14.2 In case of non-delivery of microscopes which exceeds **FIVE weeks**, TCIF reserves the right to cancel the order and to forfeit the Performance Guarantee. Additionally, the Supplier will be debarred by TCIF for participating in any future tenders floated by TCIF.

4.15. Penalty for Delayed Delivery

If the Supplier fails to deliver the microscopes and accessories within stipulated time period, TCIF will impose a penalty of **1% of the purchase order value for each late delivered item for each week delay in continuation, subject to maximum of 10% of the purchase order value of each late delivered items. The liquidated damage in this case shall be deducted from the Contract price as per clause 3.17.8.**

Penalty for Other Liquidated Damages

In case of liquidated damages, other than delayed delivery, as mentioned in clause 3.17.7 a penalty of 10% of the commodity value shall be imposed and deducted from the Performance Security as per 3.17.8.

In case the delay exceeds **FIVE** weeks, TCIF reserves the right to cancel the order of the delayed item(s) and to forfeit the 10% of Performance Security of the delayed microscope(s).

4.16. Taken / Bought over of Company

Subsequent to the order being placed with TCIF, in the event of Supplier or the concerned OEM being taken/ bought over by another company, all the obligations and execution of responsibilities under the agreement with TCIF should be passed on for compliance by the new company in the negotiation for their transfer.

4.17. Termination

Prior to the delivery of the microscope, TCIF may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to TCIF.

TCIF reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a) Failure of the successful bidder to accept the contract;
- b) Delay in delivery beyond the specified period;
- c) Delay in completing installation / implementation beyond the specified periods;
- d) In addition to the cancellation of purchase contract, TCIF reserves the right to appropriate the damages through encashment of Performance Security deposited by the Bidder.

4.18. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the microscopes or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and TCIF is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. TCIF will give notice to the Supplier of such claim, if it is made, without delay.

4.19. Force majeure

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

If a Force Majeure situation arises, the Supplier shall promptly notify TCIF in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by TCIF in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.20. Resolution of Disputes

It will be TCIF's endeavor to resolve amicably any disputes or differences that may arise between TCIF and the Supplier from misconstruing the meaning and operation of the Tender and the breach that may result.

- a) In case of Dispute or difference arising between TCIF and Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between TCIF and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators

may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

- b) The Supplier shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by TCIF or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- c) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Delhi, India only.
- e) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- f) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

-Section-4 ends-

ANNEXURES

- I. PRE-BID QUERY FORMAT
- II. ISSUES, OBSERVATION & SUGGESTIONS OBTAINED DURING PRE-BID MEETING
- III. EMD
- IV. SPECIFICATION BINOCULAR MICROSCOPE
- V. SPECIFICATION TRAINING MICROSCOPE
- VI. SPECIFICATION DISSECTING MICROSCOPE
- VII. PRE-QUALIFICATION/MINIMUM ELIGIBILITY CRITERIA
- VIII. COMMERCIAL BID
- IX. DELIVERY LOCATIONS
- X. BID FORWARDING LETTER
- XI. FORM OF DECLARATION
- XII. UNDERTAKING OF AUTHENTICITY
- XIII. DECLARATION OF INELIGIBILITY
- XIV. POWER OF ATTORNEY
- XV. PERFORMANCE BANK GUARANTEE
- XVI. SERVICE SUPPORT DETAILS & ESCALATION MATRIX
- XVII. BANK MANDATE FORM
- XVIII. DELIVERY CERTIFICATE
- XIX. INSTALLATION CUM ACCEPTANCE CERTIFICATE
- XX. DECLARATION – CONFLICT OF INTEREST
- XXI. CHECKLIST
- XXII. CMC CERTIFICATE

ANNEXURE - I
PRE-BID QUERY FORMAT

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format on email (npmu@tcifindia.org). You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

TCIF may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by TCIF will not entitle the bidder to submit a revised commercial bid.

Sl.No.	Section No and Para No.	Page No.	Query
1			
2			
3			

ANNEXURE II

ISSUES, OBSERVATIONS AND SUGGESTION OBTAINED DURING PRE-BID MEETING

Sl.No.	Issues, observations and suggestion
1.	
2.	
3.	

**ANNEXURE III
EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit (EMD) for Microscopes			
Sl. No.	Items	No. of Units (Tentative)	EMD
1	Binocular Microscope	250	11,00,000/-
2	Training Microscope with Penta Head & Camera	5	2,00,000/-
3	Stereo Type Dissecting Microscope	21	35,000/-

**ANNEXURE IV
SPECIFICATIONS – BINOCULAR MICROSCOPE**

(Declaration on the letter head to be submitted with specifications as per bidder, if selected, to supply the same quality of the product)

Sl. No	Particulars	Basic Specifications
1	Stage	Mechanical fixed stage Traveling range (X × Y): 76 mm × 30 mm Specimen holder Specimen position scale
2	Optical System	Infinity optical system
3	Observation	Binocular, anti-fungal, Tube inclination 30°, 360° rotatable, Eye point adjustment 370.0 – 432.9 mm
4	Eyepieces	10X Field Number (FN): 20, Inter-pupillary distance 48 – 75 mm
5	Objectives	Infinity Plan Achromatic, anti-fungal 4X NA 0.1 W.D. 27.8 mm 10X NA 0.25 W.D. 8.0 mm 20X NA 0.4 W.D. 2.5 mm (optional) 40X NA 0.65 W.D. 0.6 mm 100XOil NA 1.25 W.D. 0.13 mm
6	Nosepiece	Quadruple revolving nosepiece
7	Focusing Module	Stage height movement Coarse movement stroke: 15 mm Coarse adjustment limit stopper Torque adjustment for coarse adjustment knob Fine focus knob (minimum adjustment gradations: 2.5 μm)
8	Condenser	Abbe condenser NA 1.25 with oil immersion Built-in aperture iris diaphragm
9	Illumination	Built-in transmitted illumination system LED power consumption
10	Power	Consumption Less than 2 W
12	Rated Voltage	AC 100 – 240 V 50/60 Hz 0.4 A

Note-Microscopes with a durable plastic dust-cover and a wooden box to be supplied so as to safely store microscopes when not in use & to minimize the risk of microscopes getting spoiled due to fungus.

ANNEXURE V
SPECIFICATIONS – TRAINING MICROSCOPE with PENTA HEAD & CAMERA
(Declaration on the letter head to be submitted with specifications as per bidder, if selected, to supply the same quality of the product)

Sl.No	Particulars	Basic Specifications
1	Stage	Ceramic surface mechanical stage with right-hand low drive control (long type), with individual torque adjustment for X - Y. Specimen holder for BX stage, left hand, for two specimens, thick type.
2	Observation	Side n top Trinocular observation tube 30 degree inclined with Inter pupillary distance 50-76 mm. Diopter adjustment facility available.
3	Eyepieces	Three position beam splitter (100/0, 20/80, 0/100) (FOV :- 22mm) Widefield eyepiece 10X, with rubber eye guard and cap
4	Objectives	Plan achromatic 2X/0.06,WD 5.8 Plan achromatic objective 4X/0.1, WD 18.5 Plan Achromatic objective 10X/0.25, WD 10.6 Plan Achromatic objective 20X/0.4, WD 1.2 Plan Achromatic objective 40X/0.65, WD 0.6 (spring) Plan Achromatic objective 100X/1.25, (Springoil)
5	Nosepiece	Six fold revolving nosepiece with a slot for analyzer or DIC slider
6	Condenser	Swing out condenser
7	Illumination	LED Illumination System
8	Penta-Head Viewing Attachment	Multi-viewing observation body including cord stoppers AC adapter, Dual color LED arrow pointer inbuilt with joy stick Ergonomic Tilting Binocular tube, observation from 5 degree to 35 degree with FN22 and diopter adjustment facility for both eyes Wide-field eyepiece 10X; 10X focusable
9	Camera	USB/CMOS/HDMI Camera

Note-Microscopes with a durable plastic dust-cover and a wooden box to be supplied so as to safely store microscopes when not in use & to minimize the risk of microscopes getting spoiled due to fungus.

ANNEXURE VI
SPECIFICATIONS – STEREO TYPE DISSECTING MICROSCOPE
(Declaration on the letter head to be submitted with specifications as per bidder, if selected, to supply the same quality of the product)

S.No	Particulars	Basic Specifications
1	Observation	Binocular, anti-fungal, 45° inclined; 360° rotating.
2	Eyepieces	Dioptic adjustment: Both eyepieces WF10x/21 mm, FN 21 high eye point, secured by screw and with rubber cups
3	Objectives	Par focal achromatic zoom 7x - 45x (6.43:1 ratio) upgradeable, additional objectives & eyepieces (optional); with anti-fungus treatment. Working distance: 100 mm
4	Focusing Module	Rack and pinion focusing mechanism
5	Illumination	LED swiveling incident and transmitted, with brightness control knob, rechargeable batteries Minimum Lux: Transmitted 8000; Incident 60000
6	Power	100-240Vac/5Vdc
7	Stage	White diffusing disc for transmitted light.
8	Optical System	Greenough Optical System

Note-Microscopes with a durable plastic dust-cover and a wooden box to be supplied so as to safely store microscopes when not in use & to minimize the risk of microscopes getting spoiled due to fungus.

ANNEXURE VII
PREQUALIFICATION/ MINIMUM ELIGIBILITY CRITERIA

1. Pre-Qualification Criteria:

- a. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will -be eligible for technical evaluation.
- b. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will be returned without opening only on the request of such Bidders.

SL. No.	Topic	Pre-Qualification Criteria	Documents to be submitted
1	Legal Entity	The bidder should be a registered company in India or if the company is not registered in India then it should be registered in a country where the company has its registered office.	1. Copy of Certificate of Registration/ Incorporation 2. Copy of PAN, if any 3. Copy of Tax Registration
2	OEM Authorized Agent	The bidder should have approved and valid license or certificate as the case may be.	OEM: Manufacturing License Authorized agent: Authorization Certificate issued by the OEM
3	Financial Standing	The Bidder should have annual turnover of Rs 25 Crore each for the last three financial years (FY 2018-19, 2019-20 & FY 2020-21). In case, the financial accounts of year 2020-21 are not audited, then bidder must declare that and submit the provisional statements signed by statutory auditor.	Certificate from statutory auditor citing the revenue/ turnover for each of the last three financial years
4.	Continuity of Services	The Bidder should be an agency/firm/organization operating in the field of microscopes or medical or scientific equipment in India or any other country at least for the last five financial years excluding the current financial year.	Article of Association of the bidder organization Or Certificate from statutory auditor Or Work Order/ Copy of contract.
5	Debarment	The Bidder must not have been blacklisted/ debarred/ suspended / banned by any other entity of GOI or any other State Government/ Government of India/ any Government organization or any other funding agency.	Affidavit on Non-Judicial stamp paper of Rs. 100/- duly signed by the contract executor and verified by the Public Notary. Refer to Annexure- XIII
6	Service Support	The bidder should have direct support or indirect i.e. support through service partners at all the delivery locations	Detailed support matrix as per Annexure – XVI.
7	ISO -13485 Certificate	ISO-13485 applicable for in-vitro and imaging equipment diagnostic product (microscopes) recognized by one of the regulatory authorities of the founding members of Global Harmonization Task Force (GHTF) and as per the Medical Devices (Amendment) Rules, 2020 notified by the Government of India	Certificate ISO-13485 to be attached.
8	ISO 9000 Series certificate	ISO 9000 series for diagnostic products (Microscopes)/ recognized by one of the regulatory authorities of the Founding Members of Global Harmonization Task Force (GHTF)	Certificate ISO-9000 series to be attached.
9	Registration Certificate	The Bidder must be registered under the Drugs and Cosmetics Act, 1940 and also registered as per Medical Devices (Amendment) Rules, 2020 to import or manufacture medical devices (microscopes).	Registration Certificate to be attached.
10	Other relevant Certificates	Add other certificates applicable to foreign bidder	Import license, permit etc

**ANNEXURE VIII
COMMERCIAL BID**

Note: This format should include cost of each microscope including standard and optional accessories, taxes and other charges. Amounts be quoted both in figures and words.

BINOCULAR MICROSCOPE					
Sl.No.	Model Number	Specifications	Quantity	Unit Price in INR	Total Unit Price
1	---				
		Total			
		Freight/Delivery Charges			
		Installation Charges			
		Extended Warranty			
		Annual/ Comprehensive Maintenance Charges (AMC/CMC)			
		Other Charges			
		Taxes			
		Grand Total			
		Grand Total in Words			

TRAINING MICROSCOPE with PENTA-HEAD & CAMERA					
Sl.No.	Model Number	Specifications	Quantity	Unit Price in INR	Total Unit Price
1	---				
		Total			
		Freight/Delivery Charges			
		Installation Charges			
		Extended Warranty			
		Annual/ Comprehensive Maintenance Charges (AMC/CMC)			
		Other Charges			
		Taxes			
		Grand Total			
		Grand Total in Words			

STEREO TYPE DISSECTING MICROSCOPE					
Sl.No.	Model Number	Specifications	Quantity	Unit Price in INR	Total Unit Price
1	---				
		Total			
		Freight/Delivery Charges			
		Installation Charges			
		Extended Warranty			
		Annual/ Comprehensive Maintenance Charges (AMC/CMC)			
		Other Charges			
		Taxes			
		Grand Total			
		Grand Total in Words			

**ANNEXURE IX
DELIVERY LOCATIONS**

TRAINING MICROSCOPE with PENTA-HEAD & CAMERA			
S.no	STATES	DELIVERY LOCATION	QUANTITY
1	Dte. NVDBCP Malaria Elimination Cell	National Vector Borne Disease Control Program 22-Sham Nath Marg, Delhi-110 054	2
2	Chhattisgarh	Regional office of Health & Family Welfare, RLTRI Campus, Lalpur, Raipur, Chhattisgarh - 492001	1
3	Jharkhand	Regional Office For Health & Family Welfare (Bihar & Jharkhand), Govt. of India, 6th floor, F & G wing Karpuri Thakur Kendriya Sadan Digha Ashiana Road, Patna - 800025	1
4	Odisha	Regional Office for H & FW , BJ-25, BJB Nagar, Bhubaneswar-751014	1

BINOCULAR MICROSCOPE			
S.No	STATES	DELIVERY LOCATION	QUANTITY
1	Dte. NVDBCP- Malaria Elimination Cell	National Vector Borne Disease Control Program 22-Sham Nath Marg, Delhi-110 054	30
2	Chhattisgarh	Regional office of Health & Family Welfare, RLTRI Campus, Lalpur, Raipur, Chhattisgarh - 492001	25
3	Jharkhand	Regional Office For Health & Family Welfare (Bihar & Jharkhand), Govt. of India, 6 th floor, F & G wing Karpuri Thakur Kendriya Sadan Digha Ashiana Road, Patna - 800025	25
4	Odisha	Regional office of Health & Family Welfare, BJ-25, BJB Nagar, Bhubaneswar-751014	25
5	Assam	Regional office of Health & Family Welfare , Six Miles, Guwahati-781037, Assam	25
6	Meghalaya	Regional office of Health & Family Welfare , Dhankheti, (Nr. Shillong Law College), Shillong-793003, Meghalaya	25
7	Tripura	Regional office of Health & Family Welfare, 27- J. C. Block, Salt Lake, Sect. III, Kolkata- 700098	25
8	Manipur	ROHFW, 3 rd Floor, Krishna Premi Shopping Complex, Opp.Palace Compound, Wangkhei Kongba Road, Imphal- 795001, Manipur	25

BINOCULAR MICROSCOPE			
S.no	STATES	DELIVERY LOCATION	QUANTITY
1	Chhattisgarh	3 rd Floor, Indravati Bhawan, Atal Nagar, Raipur, Chhattisgarh	15
2	Jharkhand	State VBD Office, RCH Campus, Namkum, Ranchi-834010, Jharkhand	15
3	Odisha	National Vector Borne Disease Control Programme, Department of Health & Family Welfare, Govt. of Odisha, Behind Capital Hospital, Unit- VI, Bhubaneswar- 751001	15

STEREO TYPE DISSECTING MICROSCOPE			
S.no	STATES	DELIVERY LOCATION	QUANTITY
1	Arunachal Pradesh	c/o Directorate of Health Services, Govt. of Arunachal Pradesh, Naharlagun - 791110	2
2	Assam	Saikia Commercial Complex, "B" Block, 2 nd Floor, G.S.Road, Christian Basti, Guwahati - 781005, Assam	3
3	Chhattisgarh	3 rd Floor, Indravati Bhawan, Atal Nagar, Raipur, Chhattisgarh	2
4	Jharkhand	State VBD Office, RCH Campus, Namkum, Ranchi-834010, Jharkhand	2
5	Manipur	NVBDCP, Medical Directorate Complex, Opp. Telephone Exchange, Lamphelpat, Imphal West- 795009, Manipur	1
6	Meghalaya	O/o Deputy Director Health Services (Malaria), MSVBDCS, Pasteur Hills, Lawmali, Shillong-793002, Meghalaya	4
7	Mizoram	Directorate of Health Services, Dinthar, Aizawl - 796009, Mizoram	1
8	Nagaland	Dt. of Health & Family Welfare, NVBDCP, Below new Secretariate, Ruziezou, Kohima, Nagaland -797001	3
9	Odisha	National Vector Borne Disease Control Programme, Department of Health & Family Welfare, Govt. of Odisha, Behind Capital Hospital, Unit- VI, Bhubaneswar- 751001	2
10	Tripura	State Institute of Health & Family Welfare Building, Colonel Choumuhani, CMO (West) Office Complex, Palace Compound, Agartala, West Tripura - 799001	1

ANNEXURE X
BID FORWARDING LETTER
(To be submitted on Bidder's letter head)

Date:

The Director
TCI Foundation
TCI House, 69 Institutional Area Sector-32, Gurgaon - 122001

Dear Sir,

Procurement of Binocular Microscope / Training Microscope with Penta Head & Camera / Stereo Type Dissecting Microscope

We, the undersigned, offer to submit our bid in response and accordance with your RFP No. B/11/01/21-PROC/MICROSCOPES dated 22 September 2021. Having examined the tender document carefully, we are hereby submitting our proposal along with all the necessary documents as desired by TCIF.

Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We have also noted that TCIF reserves the right to consider/ reject any or all bids without assigning any reason thereof.

We understand that TCIF is not bound to accept any proposal it receives.

Yours sincerely,

Date:
Place:

Signature of Authorized Signatory

Name of the Authorized Signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal:

**ANNEXURE XI
FORM OF DECLARATION**

M/s. ----- (Name of the Firm) having its Registered office at ----- (here in after referred to as 'the Bidder') having carefully studied all the Bid documents relating to the "----- (name of the Work)" and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Client.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Bidder undertakes to abide by all labor welfare legislations.
7. The Bidder confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act 2006 are applicable/not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the period of the contract shall be informed to the Client.
8. The statement submitted by the Bidder is true and correct.

Signature with Name & Seal of the
Organization.

**ANNEXURE XII
UNDERTAKING OF AUTHENTICITY**

With reference to the microscope quoted to you vide our quotation No. _____ dated _____ in response to your tender no.....,we hereby undertake that all the components / parts / assembly / software used in these hardware items shall be original/ new from respective OEMs of the products as approved in the technical bid and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the equipment, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard. We (Supplier's name) also take full responsibility of both parts & service during the warranty period even if there is any defect by our authorized service center.

Date:

Signature of Authorized Signatory

Place:

Name of the Authorized Signatory:

Designation:

Phone & E-mail:

Name of the Organization:

Seal:

ANNEXURE XIII
DECLARATION OF INELIGIBILITY
(To be executed on non-judicial stamp paper of Rs. 100/-)

Format for Affidavit certifying that bidders company Director(s)/Members are not Blacklisted (On a Rs.100 Non Judicial Stamp Paper)

Affidavit

I, M/s..... (the names and addresses of the registered office) hereby certify and confirm that we are not blacklisted/ barred/ convicted by TCIL / or any other entity of GOI or any other State Government/ Government of India/ any Government organization or any other funding agency for bid rigging /Cartelization/ corrupt or fraudulent practices/ unethical/ negligence of duty/ financial irregularity as on the _____(Date of Signing of Application).

We further confirm that we are aware that, our bid for **Procurement of Binocular Microscope / Training Microscope with Penta Head & Camera / Stereo Type Dissecting Microscope** (tick that applies) would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the selection process or thereafter during the agreement period and the security amount shall stand forfeited without further intimation.

Dated

Day of, 20...

Name of the Applicant

Signature of the Authority

Seal:

Annexure – XIV
Power of Attorney
(To be executed on non-judicial stamp paper of Rs. 100/-)

BY THIS POWER OF ATTORNEY executed on _____, 2021, We _____, a Company incorporated under the Companies Act, 1956/2013, having its Registered Office at _____ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

1. Execute and submit on behalf of the Company a Proposal and other papers / documents with 'TCI Foundation' ("TCIF") relating to 'Request for proposal No. for the Supply & Installation of microscopes at various offices and to attend meetings and hold discussions on behalf of the Company with TCIF in this regard.
2. THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, has caused these presents to be executed by _____ on the day, month and year mentioned here-in-above.

For and on behalf of the Board of
Directors of

WITNESS:

Signature of

Attested

Annexure XV
Performance Bank Guarantee
(To be executed on a non-judicial
stamp paper of requisite value)

BANK GUARANTEE

The Director
TCI Foundation
TCI House, 69 Institutional Area Sector-32,
Gurgaon - 122001

KNOW ALL MEN BY THESE PRESENTS that in consideration of the TCI Foundation, an Organization constituted and established under the Indian Trust Act, 182, and having its Registered Office at 10 Rambagh, Old Rohtak Road, Delhi and Head office at TCI House, 69 Institutional Area, Sector-32, Gurgaon-122001 (hereinafter called the TCIF) having agreed to award a contract to M/s. 'Supplier Name' having its office at 'Supplier's Office Address', (hereinafter called "the Supplier") on the terms and conditions contained in the Purchase Order No. _____ dated _____ made between the Supplier and the TCIF (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. (Rupees only), for the due fulfilment by the Supplier of the terms and conditions of the said Agreement.

At the request of the Supplier (Bank name & address) _____, having its principal/registered office in India at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favor of TCI Foundation.

1. We, do hereby unconditionally and irrevocably undertake to pay to TCIF, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before ____, at our counters at (Bank address) __ from TCIF an amount not exceeding _____ by reason of any breach by the Supplier of the terms and conditions contained in the said Agreement, the opinion of the TCIF regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to TCIF such sum not exceeding the said sum of __ only as may be specified in such written demand, in the event of the Supplier failing or neglecting to perform the contract entered into by it with TCIF for providing IT Infrastructure Management Services and Support Maintenance Services to TCIF in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Agreement during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Supplier under or by virtue of the said Agreement have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
4. We undertake to pay to TCIF all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any court, tribunal or authority relating thereto and our liability under these being absolute and unequivocal.
5. We further agree with you that TCIF shall have the fullest liberty without our consent and without affecting any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Agreement (ii) to extend time for performance by the said Supplier from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the power exercisable by TCIF against said Supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Supplier for any forbearance act or omission on the part of TCIF or any

indulgence by the TCIF to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____or extend beyond _____

6. The liability under this guarantee is restricted to _____ (Rupees_____) and will expire on (date)_____and unless a claim in writing is presented to us at counters at (bank & address) __on or before (date)_____all your rights will beforfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by Liquidation or windingup or insolvency or closure of the Supplier or any change in the constitution of the Supplier or of the Bank.

8. The executants has the power to issue this guarantee and executants on behalf of the Bankand hold full and valid Power of Attorney granted in their favor by the Bank authorizing themto execute this guarantee.

9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` ____ (Rupees_).

10. This guarantee shall remain in force until (date)____Our liability hereunder isconditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date)_____, your rights under the guarantee shall beforfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

We, (bank name, place)____lastly undertake not to revoke this guarantee during itscurrency except with the previous consent of TCIF in writing.

11. Kindly return the original of this guarantee to (bank name & address)____upon the earlierof (a) its discharge by payment of claims aggregating to_____(Rupees_____) (b) fulfilment of the purpose for which this guarantee was issued; or(c)_____(date)“

In witness where of we _____ have set and subscribed our hand and seal this.....day of 2021.

SIGNED, SEALED AND DELIVERED BY AT

IN THE PRESENCE OF WITNESS:
.....

1) Name
Signature.....
...
Designation.....

2) Name
.....
Signature.....
...
Designation.....

Annexure – XVI
Service Support Details & Escalation Matrix
(To be submitted in Bidder’s Letter Head)

SN.	Location	Support location Local/ Remote	Whether the support available is Direct or In-direct	Complete address & contact person at the support center for call logging & escalation purposes. Besides address, providing contact person, phone no. & e-mail id is a must.		
				Level – 1 (call logging)	Level-2 (escalation)	Level-3 (escalation)

Annexure – XVII
BANK MANDATE FORM
(To be submitted in Bidder’s Letter Head)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Supplier:

2. Supplier Code (if applicable)

3. Address of the Supplier:

4. City

5. Pin Code

6. E-mail id:

7. Phone No. with STD code:

8. Mobile No.:

9. Permanent Account Number

10. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit

Account No. (as appearing in the Cheque book)			
---	--	--	--

Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and AccountNumber)				
IFSC CODE	For RTGS transfer		For NEFT Transfer	

Date from which the mandate should be effective _____ :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold TCIF responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RTGS/NEFT**.

Place : _____ Date : _____

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date:

(Signature of the Authorized Official
from the Banks)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

1, 2: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

**Annexure XVIII
DELIVERY CERTIFICATE**

(To be submitted for respective locations)

1	Supplier's Name	
2	RFP No	
3	Purchase Order No and Date	
4	Description of microscope	
5	Date of Delivery & Location	
6	Serial No's of microscope delivered at this location (If the list is big, a separate sheet may be attached)	
7	Certificate	Microscope [as per ordered configuration] has been delivered

Authorized Person : _____
 _____ Designation
 : _____
 Signature : _____
 Date : _____
 Seal :

**Annexure XIX
Installation-cum-Acceptance Certificate**

1	Supplier's Name	
2	RFP No	
3	Purchase Order No and Date	
4	Description of Microscope	
5	Date of delivery	
6	Installation Date	
7	Serial No's of Microscope installed at this location (If the list is big, a separate sheet may be attached)	
8	Certificate	Microscope [as per ordered configuration] has been successfully installed, configured and the adequate training during the process of installation describing the functional component of the microscope as per our requirements has been done. It is to also certify that all the systems are working satisfactorily for past one week . Accordingly, the hardware may be accepted.

Authorized Person : _____
 _____ Designation
 : _____
 Signature : _____
 Date : _____
 Seal :

Annexure XX
Declaration – Conflict of Interest

TCIF operates a procurement process which is fair, transparent and able to withstand probity. In view of this, TCIF requires that anyone nominated to participate in its procurement processes declares any potential conflicts of interest and maintains strictest confidence. Anyone who does not sign this form will not be permitted to participate in any part of TCIF's procurement process.

I. Conflict of interest declaration

Potential conflicts of interest include the following (but the list is not exhaustive):-

1. Relationship/ Association with any of the bidders.
2. Previously worked with/for any of the bidders.
3. Involvement in earlier phases of the project for which bids/proposals were sought.
4. Knowledge of a bid or proposal before it was formally opened.
5. Interaction any of the bidders regarding their bid.
6. Shareholder/ Board Member/ Office bearer of firm which is bidding.

If you are in any doubt about whether something is a potential conflict of interest, you are advised to declare it below.

Either:

A) I wish to declare the following conflict(s) of interest:-

- 1.....
- 2.....
3.

Or

B) I have no conflicts of interest to declare.

II. Confidentiality Declaration

I hereby declare that all the information that comes into my possession and that is deliberated upon during the procurement process, especially during the evaluation, shall not be disclosed to any other party other than the financier and client, as approved by the panel. I understand that disclosure of information to unauthorized parties may lead to my input being disqualified, rejection of the entire report and/ or the termination of the procurement process.

I confirm that the declarations I have made above are, to the best of my knowledge, correct. I fully understand that, if TCIF concludes that the declarations I have made are false or materially misleading, TCIF may refer the matter to the relevant legal authorities for them to investigate as they see fit and to take whatever legal action they may consider appropriate.

Name: Signature: Date:

Annexure XXI
CHECKLIST

1	Copy of Certificate of Registration/ Incorporation	
2	Copy of PAN, if any	
3	Copy of Tax Registration	
4	OEM: Manufacturing License	
5	Certificate of authorized Agent issued by the Original Equipment Manufacturer (OEM) with certificate validity of next year(s).	
6	Certificate from statutory auditor citing the revenue/ turnover for each of the last three financial years	
7	Article of Association of the bidder organization Or Certificate from statutory auditor Or Work Order/ Copy of contract.	
8	Affidavit on Non-Judicial stamp paper of Rs. 100/- duly signed by the contract executor and verified by the Public Notary. Annexure- XIV	
9	Certificate ISO-13485 for Microscopes to be attached.	
10	Certificate ISO-9000 series for Microscopes to be attached.	
11	Detailed support matrix as per Annexure – XVI.	
12	Registration Certificate to be attached issued under the Drugs and Cosmetics Act, 1940 and also registered as per Medical Devices (Amendment) Rules, 2020 for Microscopes.	
13	EMD- Refundable – Annexure –III.	
14	Technical Bid as per Annexure – IV, V, VI.	
15	Bid Forwarding Letter as per Annexure – X	
16	Form of Declaration – Annexure- XI	
17	Power of Attorney for authorized signatory – Annexure – XIV.	
18	Data sheets/ printed literature of all the specifications of microscopes being quoted	
19	Commercial bid as per Annexure- VIII	
20	Annexure XII	
21	Annexure XV	
22	Annexure XX	

Annexure XXII

CMC Certificate

1	Agency's / Vendors Name	
2	CMC service No-	
3	Order No and Date	
4	Description of Microscope to be serviced	
5	Date of service	
6	Type of service done/ Parts replaced/ full microscope replaced	
7	Microscope taken to service center with replacement with a working microscope	
8	Serial No's of Microscope serviced at this location (If the list is big, a separate sheet may be attached)	
9	Certificate	Equipment has been successfully serviced, configured and calibrated. It is to also certify that all the microscope systems are working satisfactorily for past one week . Accordingly, the hardware may be accepted after service.

Authorized Person : _____

_____ Designation

: _____

Signature : _____

Date : _____

Seal :

Acronyms-

OEM	Original Equipment Manufacturer
IMEP-2	Intensive malaria elimination programme 2
NVBDCP	National vector borne disease control programme
MoHFW	Ministry of health and family welfare
TCIF	Transport corporation of India Foundation
RFP	Request of proposal
GOI	Government of India
GHTF	Global Harmonization Task Force
PR	Primary Recipient
EMD	Ernest Money deposit
NPMU	National programme management Unit
PAN	Permanent account Number
INR	Indian rupee
AMC	Annual maintenance contract
CMC	Comprehensive maintenance contract
PO	Purchase order
TCC	Terms and condition of contract