



## Request for Quotation (RFQ): 008-2023-2024

Supply of Items:	Supply of Needles & Syringes
RFQ number:	<b>008-2023-2024</b>
Type of Procurement:	Supply Agreement
Type of Contract:	Supply
Term of Contract:	Short Term Contract
Contract Funding:	Project GFATM through YRGCARE, Chennai, India.
Proposal shall be only sent to	<a href="mailto:rfp@yrgcare.org">rfp@yrgcare.org</a>
Date of Issue of RFQ	09.11.2023
Last Date for Questions from Bidders	16.11.2023
Date YRGCARE responds to queries	18.11.2023
<b>Deadline for submission of quotations</b>	<b>25.11.2023</b>
Approximate Date Purchase Order/Contract Issued to Successful Bidder(s) subject to approval by the competent authority	30.11.2023

### Background of YRGCARE, Chennai, India

YRGCARE, established in 1993, offers comprehensive HIV care continuum to those at risk and or with HIV. YRGCARE is a pioneering Institution involved in implementation research, program delivery and basic laboratory sciences.

One Stop Centre (OSC) is a unique initiative under National AIDS Control Programme – Phase V, through a GFATM grant with PLAN India, as Principal Recipient and YRG CARE as Sub-Recipient to accelerate the national response towards achieving the fast-track 95-95-95 targets among Key Populations. OSC is designed as person-centred and resource-effective approach to deliver an integrated HIV prevention- care cascade services in settings with low-level and concentrated HIV epidemics. The centres are designed as a single umbrella approach to attract key and bridge populations that are beyond reach of traditional HIV programmes, thereby increase footfall at OSCs by serving a diverse range of needs at one site, eliminate facility navigation bottlenecks and contribute towards improved individual as well as community level health outcomes. The OSCs are envisaged to offer prevention and care services to high-risk populations especially People Who Inject Drugs (PWID) within communities by providing them with the information, means and skills they need to minimize HIV transmission and improving their access to care, support and treatment services.

### Purpose of this RFQ, Scope of work and deliverables:

#### Overview

The purpose of this RFQ is to obtain competitive proposals from qualified firms to supply Needles and Syringes as per the specifications mentioned in this RFQ.

#### Objective

The objective of this RFQ is to ensure that all OSCs dealing with PWID population have adequate supply of Needles and Syringes as per the demand of the beneficiaries.

#### Scope of Work & Key Deliverables

YRG CARE intends to engage Suppliers of Needles and Syringes having valid authorization by designated authority at the 20 (twenty) OSCs. The successful bidder will work closely with YRGCARE to deliver Needles and Syringes in required quantities as per the specifications and bidding terms contained in this invitation and in its Annexures.



YRG CARE managing the OSCs in 20 (twenty) locations would enter into a service level agreement for availing Supply of Needles and Syringes. Slight changes in number of locations may be incorporated before entering into the contract. The Supplier has to deliver all the tasks as described below under this procurement.

- a. Supply of Needles and Syringes Collection at OSC locations as listed in Annexure A.
- b. The Supplier is bound to provide the supplies to OSCs, as notified by YRG CARE during the contract period.
- c. The OSCs will be submitting requirements of Needles and Syringes on a quarterly basis and the Supplier is expected to supply the Needles and Syringes within 07 (Seven) days from receipt of the requisition of the requisition / indent.
- d. The Supplier shall maintain all the records related to Supply of Needles and Syringes for each OSC with quantity, vehicle number and supply date.
- e. The Supplier shall maintain all mandatory records and documents as required by relevant Government notification, and other regulatory bodies of the state & district.
- f. The Supplier shall recruit its own personnel and have their own vehicles for Supply of Needles and Syringes or engage efficient logistics services for swift and safe deliveries.

### Geographical Area and list of facilities

Tentative list of districts, where the OSC would need Supply of Needles and Syringes and respective quantities is given in *Annexure 1*. If a new OSC becomes operational or an existing OSC closes down its operations during the agreement period, same would be communicated to the Supplier and terms of payment under this contract shall stand altered to the extent and if in case the new OSC comes up, this shall be intimated to the vendor to commence its deliveries and the terms of the existing Purchase contract shall continue to apply.

**The final decision to execute a contract is contingent upon approval by competent authority.**

**YRG Care hereby invites bidders to furnish quotations for the following items of supply. Bidders are requested to read the complete RFQ document before submitting the quote.**

#### ANNEXURES TO THIS RFQ

- Annexure 1 : Specifications**
- Annexure 2 : Bidder Information**
- Annexure 3 : General Conditions of Contract**
- Annexure 4 : Bidder Legal Identity Form**
- Annexure 5 : Price Bid**

### III. SPECIFICATIONS (Annexure-1)

All bidders are expected to supply Needles and Syringes to the locations as required in quantities and specifications given in this RFQ and/or its Annexures. **The deliveries will follow the schedule provided for the respective location:**

OSC - Location	Total Demand - Dec 2023 to June 2024 (considering zero period of 1.5 months)				
	1ml	2ml	3ml	5ml	26 Gauge
East Siang, Arunachal Pradesh	94529	0	0	0	0
Kamrup Metro, Assam	211238	0	0	0	0

Cachar, assam	217126.1	0	0	0	0
Aizawl, Mizoram	33460	0	0	0	0
Shamator, Nagaland	0	49980	0	0	99960
West Tripura	115760	0	0	0	0
Sepahijala, Tripura	117656	0	0	0	0
Bilaspur, Chhattisgarh	0	0	0	86828	173656
Jalpaiguri, West Bengal	0	0	0	78008	156016
Varanasi, Uttar Pradesh	0	0	10584	16856	54880
Central Delhi	0	0	0	196000	392000
North West Delhi	0	0	0	196000	392000
Kaimur, Bihar	0	0	0	49000	98000
Gomati, Tripura	98000	0	0	0	0
Sirsa, Haryana	0	0	61936	153664	431200
Kaithal, Haryana	1736	0	0	115444	230888
Namsai, Arunachal Pradesh	113527.3	0	0	0	0
Dhalai, Tripura	98000	0	0	0	0
Solan, Himachal Pradesh	71008	25284	13132	11564	99960
Sopore, Jammu & Kashmir	0	178948	0	0	357896
<b>Total</b>	<b>11,72,040</b>	<b>2,54,212</b>	<b>85,652</b>	<b>9,03,364</b>	<b>24,86,456</b>

The exact addresses of the OSCs will be shared as annexure to the Purchase Order to successful bidder.

#### IV. Bidder Information (Annexure-2)

All bidders are expected to provide below information in the given format only. If any of this information is missing, the bid will be ineligible for further evaluation and will be excluded from the evaluation process.

Information Required	Response with evidentiary details/documents
Whether the bidder is a registered company or a consortium in India	Yes/No (if Yes, provide details of the registration copy and board of members details)
Whether the bidder has not been blacklisted or declared bankrupt in the past?	Yes/No (if No, please share an affidavit)
Whether the bidder is willing to deliver at monthly intervals and/or in single lot in quantities intervals to be indicated?	Yes/No
Whether the products offered conform to the quality, safety and labelling standards of the Central Drugs Standards Control Organisation in the Ministry of Health and Family Welfare?	Yes/No
Whether your firm has been licensed by the respective national and/or state regulatory authority to produce and/or market the products which form the subject of this procurement?	Yes/No
Whether your firm is open to a pre-shipment sampling exercise by the buyer / buyer's representative?	Yes/No
No objection if the RFP does not proceed to contract stage owing to non-availability of approval by the competent authority	Yes/No

#### Bidding process:

- This invitation to bid will follow the timeline given above unless otherwise stated.

- b. Bid shall be submitted in English language only via e-mail to [rfp@yrgcare.org](mailto:rfp@yrgcare.org) only not later than 25<sup>th</sup> Nov. 2023.
- c. **Unit Price:** should be for the products only (packaging, freight and transit insurance costs if any to be mentioned clearly). If the other costs are not applicable then these should be mentioned as INR 0.- GST must be indicated separately. Financial proposals which do not state the rate and amount of GST separately or which state “GST included” will be rejected without further evaluation.
- d. **Payment:** Within 10 working days after receipt of Invoice and satisfactory delivery. Invoicing shall be only for the deliveries completed and be always accompanied by a Delivery Challan duly signed by the receiving entity. This does not exclude any internal reporting concerning the actual quantity / quality of the delivery.
- e. **Currency:** All quotations should be in Indian Rupees.
- f. **Submission requirements:** The offers must be given on Vendor’s Business letter head duly signed as per the given format in Annexure 2, Annexure 4 and Annexure 5 here given.
- g. Quotes received after the deadline will not be considered for evaluation.
- h. YRGCARE reserves the right to cancel this tender process without assigning any reason before the contracting stage.
- i. **Evaluation criteria:**
  - 1. Technical Specifications (40%)
  - 2. Price of Products (60%)

#### **MANDATORY INFORMATION AS ATTACHMENTS:**

*(Bidders shall mandatorily attach below documents to the bid)*

- a. Copy of audited financial statements of the last three financial years.
- b. References of previous experience in supplying identical or similar products to Government / non-Governmental Organisations / other clients (Please attach a copy of contract/PO showing the entire gamut of goods & services offered).
- c. Copy of GSTIN registration & PAN
- d. Duly filled & signed Annexures 2, 3, 4 & 5
- e. Needles & Syringes shall be already within the current Line of business of the bidder.
- f. The bidder must be a manufacturer or an authorised distributor of the manufacturer of the products.
- g. The bidders must evidence a minimum average annual turnover in the last three financial years in the order of INR 5 crores.

YRGCARE reserves the right to request additional information from prospective suppliers and reject any or all bids that do not meet the specifications, or when considered to be in the best interest of the agency and/or the people it serves.

#### **V. General Terms & Conditions (Annexure -3)**

##### **a. ACCEPTANCE OF THE PURCHASE ORDER:**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall constitute a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind YRGCARE unless agreed to in writing by a duly authorized official of YRGCARE.

##### **b. PAYMENT:**

- a. YRGCARE shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's final invoice and copies of the shipping documents / delivery challan for the goods specified in this Purchase Order.



- b. Unless instructed by YRGCARE, the Supplier shall submit one original invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- c. The prices shown in this Purchase Order may not be increased.

**c. FITNESS OF GOODS/PACKAGING including SOFTWARES PREFERRED:**

The Supplier warrants that the materials, including packaging, conform to the specifications specified hereunder and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods. Package insert / user manual to be included in each package wherever applicable.

**d. INSPECTION:**

- a. YRGCARE shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- b. Inspection prior to shipment does not relieve the Supplier from any of their contractual obligations.

**c. INTELLECTUAL PROPERTY INFRINGEMENT:**

The Supplier warrants that the use or supply of the goods under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend YRGCARE harmless from any actions or claims brought pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

**d. RIGHTS OF YRGCARE:**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, and to make delivery of all or part of the goods by the agreed delivery date or dates, YRGCARE may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the goods from other sources, in which event YRGCARE may hold the Supplier responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the goods.
- c. Cancel this Purchase Order without any liability for termination charges or any other liability of any kind on the part of YRGCARE.

**7. LATE DELIVERY:**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with YRGCARE to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by YRGCARE.

**8. ASSIGNMENT AND INSOLVENCY:**

- a. The Supplier shall not, except after obtaining the written consent of YRGCARE, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- b. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, YRGCARE may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.



**9. USE OF YRGCARE NAME OR EMBLEM:**

The Supplier shall not use the name, emblem or official seal of YRGCARE without the specific express permission from the authorised official of YRGCARE.

**10. PROHIBITION ON ADVERTISING:**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to YRGCARE without obtaining specific permission from YRGCARE in each instance.

**11. SETTLEMENT OF DISPUTES:**

- a. Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in mutually acceptable terms and conditions.
  
- b. Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the Jurisdictional Arbitration Rules then obtaining, including its provisions on applicable law. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**12. OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of YRGCARE has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**Bidder Legal Identity Form (Annexure-4)**

*[The vendor shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

1. Vendor Name <i>[insert legal name]</i>
2. Year of Registration
3. Registered Office Address (legal address in Country of Registration)
4. Branch Offices (If any)
5. Authorized Representative Information: Name with Designation:  Address:  Contact numbers:  Email Address:



**Seal of the firm should be Affixed.**

Annexure 5 (Price bid) Please fill in the offer in the attached Excel form only as per instructions given on the form.