



Request for Quotation (RFQ): 004-2024-2025

Supply of Items:	Supply of ICT Devices & Licenses
RFQ number:	004 2024-2025
Type of Procurement:	Supply Agreement
Type of Contract:	Supply
Term of Contract:	Short Term Contract
Contract Funding:	Project Accelerate, Johns Hopkins University, USA, through YRGCARE, Chennai, India. Contracting number- 72038619CA00001
Bids shall be only sent to	rfp@yrgcare.org
Date of Issue of RFQ	31.07.2024
Last Date for Questions from Bidders	03.08.2024
Date YRGCARE responds to queries	05.08.2024
Deadline for submission of the bids via E-Mail (Time stamp of YRGCARE system alone will count)	23:59:59 on Thursday the 08 th August 2024
Approximate Date Purchase Order/Contract Issued to Successful Bidder(s)	12 th August 2024

Background on ACCELERATE and YRGCARE, Chennai, India

Project ACCELERATE is awarded under the PEPFAR/USAID grant to Johns Hopkins University School of Medicine as the prime recipient of the grant. ACCELERATE is implemented by its implementing partner- YRGCARE India to implement all site-level activities and other sub-partners – Blue Lotus Advisories and The Fenway Institute providing expertise on digital interventions, and sexual minorities and PrEP respectively

The overarching goal of ACCELERATE is to design, implement and evaluate sustainable novel models of HIV testing and care that support the Indian National Strategic Plan (“NSP”) for HIV/AIDS and STI 2017-24 aimed at improving access to HIV prevention and treatment services, and social protection schemes among key populations and their families in India.

The ACCELERATE program aims to build upon US government investment in India by providing Technical Assistance (“TA”) to National, State, and District HIV/AIDS programs to deliver comprehensive HIV prevention, testing and treatment services to vulnerable populations including Key Populations (“KP”), their children and partners. While the overall focus of the program is all vulnerable populations, we will focus primarily on four KP groups, including Female Sex Workers (“FSW”), Men who have Sex with Men (“MSM”), Transgender Persons (“TG”), and People Who Inject Drugs (“PWID”) as there is a disproportionate burden of HIV in these key populations and an unmet need for services. We will primarily focus our field-level activities in ten high-burden districts in the states of Maharashtra (Mumbai, Thane, Pune), Andhra Pradesh (Guntur, Krishna and East Godavari), Manipur (Imphal East and Imphal West), Mizoram (Aizawl) and Nagaland (Dimapur); while providing TA at the national, state, and district levels.

Our core activities include innovative prevention and testing strategies like PrEP, HIVST, index testing, peer navigation and improving treatment and retention through integrated care models, community-based models, private sector engagement etc.

YRGCARE, established in 1993, offers a 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.

YRGCARE is an implementing partner for Johns Hopkins University, USA, for the Project ACCELERATE, funded by USAID, Government of USA.



Purpose of this RFQ, Scope of work and deliverables:

Overview

The purpose of this RFQ is to obtain competitive offers from qualified vendors to supply Laptops, Printers, Accessories and Software as per the specifications mentioned in Annexure 1 to this RFQ.

Objective

The objective of this RFP is to ensure that all project sites are provided with the required equipment / software for their operations.

Scope of Work & Key Deliverables

YRGCARE intends to engage authorised vendor(s) of ICT equipment under this Request for Quotations. The successful bidder will work closely with YRGCARE to deliver in required quantities as per the specifications and bidding terms contained in this invitation and in its Annexures.

Delivery address

YR Gaitonde Medical, Educational and Research Foundation, 58, Alsa Gardens, Alsa Crescent, Harrington Road, Chetpet, Chennai 600031

Bidding process:

- a. This invitation to bid will follow the timeline given above unless otherwise stated.
- b. The delivery of the products in Chennai office will have to be mandatorily on or before 22nd Aug.2024.
- c. YRGCARE reserves the right to award the Purchase Contract as per Lot to the most competitive bidder.
- d. Bid shall be submitted in English language only via e-mail to rfp@yrgcare.org only not later than the submission deadline mentioned in the timeline for this RFQ.
- e. **Unit Price:** Prices stated should be for the products only (packaging, transit insurance, delivery cost etc.to be quoted separately and clearly). If the other costs are not applicable then these should be mentioned as INR 0
- f. **Payment:** Within 10 working days after receipt of Invoice after satisfactory delivery of hardware and installation of software post activation / registration of YRGCARE in OEM's database. Delivery shall be deemed to be completed only upon completion of the above process. Invoicing shall be only for the deliveries completed and be always accompanied by a Delivery Challan duly signed by the receiving entity.
- g. **Currency:** All quotations should be in Indian Rupees.
- h. **Submission requirements:** The quotes and other information concerning the vendor must be given on Vendor's Business letter head duly signed as per the given format in Annexure 2, Annexure 4 and here given.
- i. Quotes received beyond the deadline will not be considered.
- j. YRGCARE reserves the right to cancel this tender process or modify the quantities without assigning any reason before the award of a Purchase Contract.
- k. **Evaluation criteria:**
 1. Technical Specifications (40%)
 2. Price of Products (60%)

Mandatory Compliance Information

The products shall comply with the standards of the BIS Certification and other statutory requirements from the relevant agencies of the Government of India, for these items and the suppliers shall furnish evidence for the same. In particular the suppliers shall ensure the following points of compliance during and after the supplies:

- a. The products shall be sourced from manufacturers who comply with local and international regulations on Good Manufacturing Practices (GMP), health and safety standards and environmental regulations.



- b. The suppliers shall ensure and maintain accurate and complete records of the manufacturing process, including batch numbers, dates of production and expiry and relevant certifications or test reports to enable traceability and facilitate product recalls if necessary.
- c. The individual packaging of the products shall include relevant information such as batch and manufacture date with expiry date and warnings about safety and risk while using the product.

Documents to be attached to the technical and commercial offers

- 1) Documents in evidence of the compliances mentioned above
- 2) Copy of audited financial statements of last three financial years
- 3) References of previous experience in supplying identical or similar products to Government / non-Governmental Organisations/ clients (copy of contract/PO showing the entire gamut of services provided)
- 4) Copy of GSTIN registration & PAN
- 5) Duly filled & signed Annexures 2, 4 & 5

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.

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

YRGCARE 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 : Broad List of Specifications

Annexure 2 : Bidder Information

Annexure 3 : General Conditions of Contract

Annexure 4 : Bidder Legal Identity Form

Annexure 5 : Price Bid – Excel document format only accepted; however this may be sent as PDF

Broad Specifications (Annexure-1)

For full specifications, please refer to the Annexure-5 the Excel file which can be downloaded.

**Annexure-1 (All deliveries to address on the First Floor
with elevator access in Chetpet, Nungambakkam,
Chennai 600031**

Sl.Nr.	Item(S)	Qty
1	i7 Laptop	35
2	i7_Laptop {with 4GB Graphicss Card}	1
3	i9 Laptop	4
4	MacBook_Laptop	4
5	Laser Jet (B/W) Print & Scan	2
6	Samsung Mobile– M35 Model or similar standard with 6 GB Ram 256 GB	14
7	Knox Manage License for 2 years (Renewal)	250

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
Whether the bidder has not been blacklisted or declared bankrupt in past?	Yes/No
Whether the bidder is willing to deliver all items mentioned and in quantities indicated?	Yes/No
No objection if the RFQ does not proceed to contract stage owing to non-availability of approval by the competent authority	Yes/No

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. 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 and its Annexures, 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 10 working days of receipt of the Supplier's final GST invoice clearly stating P.O. reference, serial numbers of devices, software license codes, warranty periods and copies of the shipping documents / delivery challan for the goods specified in this Purchase Order. Payments shall always be subject to the fulfilment of the terms stated in the Bidding Conditions above.
- b. Unless otherwise instructed by YRGCARE, the Supplier shall submit one original invoice in respect of this Purchase Order, and such invoice must mandatorily indicate the Purchase Order's identification number.
- c. The prices shown in the Purchase Order may not be increased.

c. FITNESS OF GOODS/PACKAGING including SOFTWARES:

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.

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. Should any of the batch of the product prove to be deficient in the required quality within the period of its expiry, YRGCARE will have recourse to the replacement of the entire remaining quantity of products and or reimbursement of the payment made to the supplier, to the extent of the defective quantities.

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 offer)

Please use the Excel Workbook given for presenting your price bids for each of the corresponding Lots.