



Request for Quotation (RFQ): 001/2022-2023

Supply of Items:	Procurement of Laptops and Printers
RFQ number:	001/2022-2023
Type of Procurement:	Purchase Order
Type of Contract:	Supply
Term of Contract:	Short Term Contract
Contract Funding:	Project Global Fund, through YRGCARE, Chennai, India.
Submit Proposal to:	rfp@yrgcare.org
Date of Issue of RFP:	22.04.2022
Date Questions from Supplier Due:	28.04.2022
Date YRGCARE responds to queries	29.04.2022
Date Proposal Due:	05.05.2022
Approximate Date Purchase Order/Contract Issued to Successful Bidder(s):	16.05.2022

Background on GLOBAL FUND and YRGCARE, Chennai, India

YRG CARE is a sub recipient under Plan International as its Principal Recipient of the GFATM grant for implementation of HIV prevention-treatment cascade services among the incarcerated populations in Prisons and Other Closed Settings, establish one stop centres for Key Populations (in particular, persons who Inject Drugs, transgenders & bridge population) and engage in activities towards community system strengthening.

Titled as the Project **SUNITI**, the overall goal under this grant is to accelerate the national response towards achieving the fast track 95-95-95 targets among Key Population.

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.

Purpose of this RFQ, Scope of work and deliverables:

I. Overview

The purpose of this RFQ is to obtain competitive proposals from qualified vendors to supply IT equipment as per the specifications mentioned in Annex 1 to this RFQ.



YRG Care hereby invites bidders to furnish quotations for the following items of supply. Bidders are requested to read the complete RFQ document while submitting the quote. Quotations shall be in separate documents for each of the Lots given below. Contracts will be awarded for each Lot to the L1 bidder for the corresponding Lot.

II. Scope of work:

The successful bidder will work closely with YRGCARE to deliver & install the required hardware & software materials in required quantities as per the contract.

ANNEXURES TO THIS RFQ

- Annex 1 : List of Items and Pricing Schedule
- Annex 2 : Bidder Information
- Annex 3 : Declaration of Compliance
- Annex 4 : General Conditions of Contract
- Annex 5 : Specific Terms and Conditions of this tender

III. LIST OF GOODS AND PRICING SCHEDULE

ANNEX 1

III.i LOT 1

Minimum Specifications required

Brand Name	Leading International Brand	Vendor's Specifications
Processor	11th Generation Intel® Core™ i3 Processor	
Operating System	Windows 10	
Office Application	Microsoft Office Home and Business (Charitable Organisation Pricing)	
Video Card	2GB Graphic Card Intel® UHD Graphics	
RAM	8 GB	
Hard Drive	512 GB, SSD	
Display	15 inches	
Anti-virus Bit Defender	Gravity Zone – 3 Years	
Wireless Mouse	Leading brand	
Warranty	3 years warranty for all Parts, Labour & onsite Services (3-3-3)	

PRICING FORMAT – LOT 1

PRICE IN INR

Item No	Description/Specification of Goods	Quantity (Nos)	Unit Price	GST (%)	Unit price inclusive of GST	Total Price inclusive of GST
1	Laptop	101				
2	MS Office H & B	101				
3	Anti-Virus Bitdefender Total Security	101				
4	Wireless Mouse	101				
5	Backpack	101				

Please note that the quantity is tentative and may vary during raising of PO.

III.ii LOT 2

Minimum Specifications required

10" Android Tablet	Leading International Brand	Vendor's Specification
RAM	3GB	
ROM	32GB	
WiFi + 4G LTE (Voice&Data)	Yes	
Flip cover	To Be Included	
Glass protection	To Be Included (Scratch Guard)	
Warranty	1 Year	

PRICING FORMAT – LOT 2

PRICE IN INR

Item No	Description/Specification of Goods	Quantity (Nos)	Unit Price	GST (%)	Unit price inclusive of GST	Total Price inclusive of GST
1	10" Android Tablet	103				
2	Flip cover	103				
3	Glass protection	103				



IV. BIDDER INFORMATION FORM

ANNEX 2

[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.]

VRFQ No.: 001/2022-2023

1. Vendors Name <i>[insert Vendors legal name]</i>
2. Vendors Address : <i>[insert address]</i>
3. Vendors year of registration: <i>[insert Vendors year of registration]</i>
4. Vendors Address in country of registration: <i>[insert Vendors legal address in country of registration]</i>
5. Vendors Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Memorandum/Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> Average annual turnover for past 3 years. <input type="checkbox"/> Copy of audited financial statements for year 2019, 2020 & 2021 <input type="checkbox"/> Previous experience in similar supplies to Govt./ International NGO's (Copy of contract/ PO) <input type="checkbox"/> GSTIN & PAN

Award notice

A written notice of award of contract will be sent to the successful bidder and shall result in the establishment of a binding contract to be signed by both parties.

V DECLARATION OF COMPLIANCE

Every bidder shall send along with the bid document, the following as submission closure statement:

ANNEX 3

“We agree, as evidenced by the signature below, the quotation submitted has in its entirety considered all terms and instructions provided in the RFQ.”

Signature.....
Designation.....
Date.....



ANNEX 4

General Terms & Conditions

1. 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 result in 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.

2. PAYMENT

- i. 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 invoice for the goods and copies of the shipping documents specified in this Purchase Order. Where this applies, an installation report duly approved by YRGCARE representative(s) is to be mandatorily attached to the original paper invoice.
- ii. Unless instructed by YRGCARE, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must mandatorily indicate the Purchase Order's identification number.
- iii. The prices shown in this Purchase Order may not be increased.

3. FITNESS OF GOODS/PACKAGING

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.

4. INSPECTION

- i. 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.
- ii. Inspection prior to shipment does not relieve the Supplier from any of their contractual obligations.

5. 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.

6. 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.

7. 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:

- i. 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.
- ii. Refuse to accept delivery of all or part of the goods.
- iii. Cancel this Purchase Order without any liability for termination charges or any other liability of any kind on the part of YRGCARE.

8. 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. Such consultation shall be initiated at least 48 hours prior to the originally agreed delivery schedule.

9. ASSIGNMENT AND INSOLVENCY



- i. 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.
- ii. 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.

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

- i. **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.
- ii. **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. Should the Consultant and YRGCARE be in dispute on the meaning or interpretation of any of the terms of this Agreement, including a failure to agree on an event of force Majeure under Para 8 above, the parties shall endeavour to settle amicably, by mutual discussion, such disputes, differences or claims whatsoever arising out of this agreement. Failing such amicable settlement, the disputes, differences or claims whatsoever shall be settled by arbitration in accordance with the Arbitration & Conciliation Act 1996 or any subsequent legislation. The arbitration proceedings will be held in Chennai, India, before the sole Arbitrator appointed by YRGCARE, or the Indian Council of Arbitration, Chennai. The language of arbitration shall be English, and the arbitral award shall be final and binding on both the parties.
- iii. 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. REVIEW OF EMPANELLED VENDORS:

YRGCARE has the practice of periodically reviewing the empanelled vendor(s) based on their performance and business experience.

13. OFFICIALS NOT TO BENEFIT:

The Supplier warrants that no official of YRGCARE has received or will be offered by the Supplier any direct or indirect benefit arising from this Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Contract. The empanelled vendors are obliged at all times to disclose any personal and / or business relationship with any individual who is professionally part of YRGCARE system.

14. SANCTIONS LIST:

All empanelled and potential suppliers will be verified for negative result in the various sanctions dashboards of the US Government and UN system as a regular compliance measure.

Terrorism and Debarment Searches

U.S.Treasury: <https://sanctionssearch.ofac.treas.gov/>

United Nations: (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>)

System for Award Management: <https://sam.gov/content/home>



ANNEX 5

SPECIFIC TERMS & CONDITIONS:

- a. Bids shall be submitted via e-mail to rfp@yrgcare.org not later than **05th May 2022**. Bids must be written in English.
- b. Any queries should be sent to rfp@yrgcare.org on or before **28th April 2022**.
- c. **Unit Price:** should be all inclusive (packaging, transit insurance, delivery cost etc.) as per destinations mentioned
- d. **Delivery Address:** YR Gaitonde Medical Educational and Research Foundation Project GLOBAL FUND, 58, Alsa Gardens, Harrington Road, Chetpet, Chennai 600031
- e. **Payment terms:** As per clause 2 of Annex 4 here. Against Invoice after satisfactory delivery supported by Delivery Challans with Installation reports duly signed by YRGCARE representative at the respective destination address. The Delivery Challans shall clearly mention the material supplied and corresponding quantities.
- f. **Currency:** All quotations should be in Indian Rupees.
- g. **Submission requirements:** The quotes must be given on Vendor's Business letter head duly signed. Quotes received beyond the deadline will not be considered.
- h. **Evaluation criteria:**
 1. Price of Products (50%)
 2. Conformity with the minimum specifications requested (40%)
 3. Speed of delivery (10%)

ATTACHMENTS:

(Agency needs to attach below documents into the bid)

- a. Copy of audited financial statements of last three financial years
- b. References of previous experience in similar supplies to Govt/International NGO's (copy of contract/PO)
- c. Copy of GSTIN registration & PAN
- d. Duly filled & signed Annex – I

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 presentation of offers is non-binding on YRGCARE and this invitation to tender may be cancelled before the date of award of contract without assigning any reason.