



Request for Quotation (RFQ) – SUPPLY OF SMART PHONES

RFQ NO: 004/2021

Project Title: ACCELERATE

Source of Funding: USAID

Purchaser: YRGCARE

Background:

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.

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

Details of Supply: Smart Phones – Samsung Mobile Phone Model No A03 (4/64GB) for the use of officials at the District Offices and Samsung Tablet S6 Lite LTE P615

Purpose: YRGCARE hereby invites bidders to furnish quotations for the following item of supply. Bidder are requested to read the complete RFQ document while submitting the quote.

1. ITEMS OF SUPPLY

S.No	Particulars	Quantity	Rate
1	Make: SAMSUNG GALAXY Model No: A037FG (4/64 GB)	50	Nos
2	Make : SAMSUNG Tablet S6 Lite LTE P615	186	Nos

2. PRICING FORMAT

Item No	Description/Specification of Goods	Quantity (Nos)	Unit Price	GST (%)	Unit price inclusive of GST	Total Price inclusive of GST
1	SAMSUNG GALAXY Mobile Model No: A037FG (4/64GB)	50				
2	SAMSUNG Tablet S6 Lite LTE P615	186				

Note : 1 The Prices shall be quoted inclusive of all taxes , duties , freight, forwarding charges and any labour cost where ever applicable

3. Warranty : Please specify the warranty terms clearly for the Phone and Battery



4. Submission of Quotes complete in all respects: Interested vendors are requested to send your best quote with all requisite information, duly filling in the Pricing Format and Bidder Information latest by 18th Sep 2021 to the e-mail procurement@yrgcare.org

It shall remain your responsibility to ensure that your quotation will reach us above on or before the deadline. Quotations received after the submission deadline for whatever the reason maybe, shall not be considered for evaluation.

Any delay in YRGCARE's response shall be not be used as a reason for extending the deadline for submission, unless YRGCARE determines that such an extension is necessary and communicates a new deadline to the Proposers.

Criteria for Selection determined by YRGCARE

1. Price of product (60%),
2. Availability of product (30%),
3. reputation of vendor (5%),
4. payment terms, etc. (5%).

5. Bidder Information Form

[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.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Ref RFQNo.:

1. Vendors Name <i>[insert Vendors legal name]</i>
2. Vendors Address : <i>[insert address]</i>
4. Vendors year of registration: <i>[insert Vendors year of registration]</i>
5. Vendors Address in country of registration: <i>[insert Vendors legal address in country of registration]</i>
6. 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>
7. 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 |

6. DELIVERY TERMS & SCHEDULE

Remarks: The complete Delivery address shall be shared along with the confirmed order

Delivery Time: Within 10 days from the date of PO issuance.

Delivery Schedule: Partial Delivery will be allowed

7. OFFER VALIDITY PERIOD: The quotation must be valid for a period of 30 days.

8. QUALITY INSPECTION & ACCEPTANCE:

- 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; Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.
- ii. In this case, the buyer chooses to cancel the contract or request replacement of the goods. In both cases the Seller is liable for any costs of replacement, transportation, warehousing, taxes and charges and any other costs that may occur including removing or destruction.

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 affect 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.

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

3. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2020, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

4. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order 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.

5. 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 its contractual obligations.

6. 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.

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.

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. USE OF YRGCARE NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of YRGCARE for any purpose.

11. 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.

12. **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 UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. 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.

13. 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.