

Table of Contents

Introduction to the RFQ.....	2
Instructions to the bidders.....	2
Bidder Eligibility & Qualification Criteria	2
Technical Scope of Supply & Strict Rules	3
Financial & Risk Security Terms	3
Logistics, Installation & Maintenance (SLA).....	4
General Terms & Conditions.....	4
Technical Specifications (Annexure A).....	6
Delivery Regions / Installation Points	6
Bidding Process	6
Bidding Mode.....	6
Bidding Timeline	8
Technical Evaluation	9
Commercial evaluation	10
Award of Contract.....	10
Documentation from Bidder	10
Technical Offer Letter	10
Evidence of financial solvency	11
Declarations of bidders.....	11
Commercial Bid	11

Introduction to the RFQ

Y R Gaitonde Medical, Educational and Research Foundation ("YRGMERF"), is a public charitable trust registered in Chennai. The Foundation honours the memory of Late Shri Yeshwant Raghunath Gaitonde. Founded in 1985, the Foundation pioneers public health initiatives through YRGMERF.

YRGMERF's expertise includes HIV clinical care for patients living with HIV, outreach prevention services, medical and counselling training, and clinical, laboratory and behavioural research. Its services include HIV treatment, care & support; sexuality and treatment education; anonymous testing for HIV/STI; matrimonial services; reproductive health and obstetric care; paediatric care and therapeutic recreation camps for children with HIV; and clinics for Men who have Sex with Men and People Who Inject Drugs.

The Strengthening Overall Care for HIV Beneficiaries (SOCH) platform is the national digital health system supporting the implementation and monitoring of India's HIV programme under the National AIDS Control Organization (NACO). It provides an integrated, beneficiary-centric platform for service delivery, case management, and real-time reporting across government facilities and implementing partners, including NGOs. SOCH facilitates standardized data collection and informed decision-making to strengthen programme performance and continuity of care.

The purpose of this RFQ is to procure Desktop PCs with accessories for equipping the ART centres of the above program, functioning from locations across several provinces in India. The RFQ seeks to invite interested and qualified firms to present their offers for the indicated supplies under the Terms and Conditions set out in this RFQ document.

Instructions to the bidders

Bidder Eligibility & Qualification Criteria

The bidders are required to provide baseline institutional and financial proof:

Legal Status: Proof of company registration/incorporation, GSTIN registration certificate, and a Permanent Account Number (PAN) card.

ITR Statements – the main document only - for the last three financial years.

Financial Turnover: A minimum average annual financial turnover of INR (5) five crores for the ICT products over the previous three financial years, {23-24, 24-25, 25-26} certified by a Chartered Accountant.

Past Performance: Evidence of having supplied "Computer products" to any Central/State government department, PSU, or autonomous body. This requires documentary proof of having supplied at least 80% of the bid quantity in a single order during the past three years.

OEM Authorization: Bidder who is not an OEM but is an authorised, direct distributor or reseller of internationally known and leading brands like DELL, HP, Acer, Lenovo, must submit a valid Manufacturer's Authorization Form (MAF) for the PC hardware including monitor and software. Unbranded and / or locally assembled computers are not acceptable under this tender.

YRGMERF may alter the quantity of the supply contract by up to 20%.

YRGMERF may cancel this RFQ at any time before the signing of a Supply contract, without assigning any reason whatsoever to any party. In all such eventualities, the EMD or PBG will be returned to the bidding firm without any interest on the sum.

Bidders must have established office in India and operating from India. Bids are excluded from countries sharing a land border with India as governed by Rule 144 (xi) of the General Financial Rules (GFR) 2017 of the Department of Expenditure, Ministry of Finance, Government of India.

The financial quotes shall be presented only in Indian Rupees.

Technical Scope of Supply & Strict Rules

The hardware, operating systems, and physical design must conform to strict physical anti-counterfeit benchmarks:

Hardware & Accessories Bundle: The quote must include the CPU, monitor, standard USB keyboard, and mouse besides UPS. Bids often mandate that the keyboard and mouse must be from the same OEM as the PC. In any case, and irrespective of the brand the offered accessories shall be of leading brands and meet the compatibility requirements of the main Computer, apart from assuring warranty terms as required.

Software Requirements: Operating systems (typically Windows 11 Pro) must come pre-loaded and be genuine. Applications like Microsoft Office 365, anti-virus programs, or system tools must include perpetual or specified multi-year licenses. The licenses must be established in the name of the user department – irrespective of the Buying entity.

Firmware Updates: The hardware OEM must provide a public portal allowing the government department to download device drivers, BIOS patches, and firmware updates for free throughout the warranty lifecycle.

Financial & Risk Security Terms

These clauses govern the bidding through security deposits, liability protection, and payment timelines:

Two-Bid System: Offers are evaluated via a **Two-Bid process**. The first zipped file shall contain the technical and eligibility compliance documents, while the second password-protected file shall hold the commercial offer. The attachments should stay below 2 GB size together. Unnecessary brochures and complete Balance Sheet files are best avoided. Technical fact sheets and 2-3 page Balance sheet should suffice. The financial bid is only opened if the technical bid passes the screening and the Evaluation Committee's Chairperson requests the bidder for the password.

Earnest Money Deposit (EMD): Bidders must deposit an EMD in the amount of INR (18) Eighteen lakhs via a Demand Draft or Bank Guarantee to participate in the Tender Process. Alternative form of EMD like a Fixed Deposit Receipt (FDR) endorsed to YRGMERF are also accepted. Micro, Small and Medium Enterprises (MSMEs) and start-ups are exempted from EMD submissions. The exemption can only be availed against the submission of MSME registration certificate. Wherever the EMD is not provided, the bidder must additionally provide a declaration to honour the bid if awarded the supply contract. Failure to honour the bid shall result in the permanent and irrevocable black-listing of the firm by YRGMERF from future bid processes. The declaration shall be made with due reference to the tender number, in the company letter head and signed by the authorised signatory and duly stamped.

Performance Bank Guarantee (PBG): The winning vendor must submit a PBG in the value equivalent to 5% of the final contract value to secure execution quality. Such performance guarantee shall be valid until 60 days past the warranty expiration date for the computer

and accessory products like the monitor including software as much as to the ancillary devices forming part of this tender process.

Liquidated Damages (LD): If delivery is delayed beyond the agreed timeline, a penalty (often 0.5% of the contract value per week of delay, capped at a maximum of 10%) is deducted from the final pay out.

Logistics, Installation & Maintenance (SLA)

Accepting the Purchase Contract demands delivering a fully operational, integrated environment, going beyond just delivering the products.

Delivery & Installation Schedule: The default timeline for IT hardware delivery to be completed is generally between **30 to 40 days** from the award of the contract or acceptance of the Letter of Intent to award the Purchase Order. The bid price must encompass the full cost of supply, CIF installation sites, on-site unpacking, assembly, and testing. A firm delivery time, speed of delivery will be key merits in the bidders' offer.

The bidders are expected to have a sound logistics partner for effecting the physical transportation and delivery pan India. The bidder takes the responsibility for the delivery of ancillary products within this tender process when such deliveries are outsourced to other parties, the invoicing and other liabilities lie with the selected firm who has been awarded the contract.

Comprehensive On-Site Warranty: Desktop supplies mandate a **comprehensive on-site warranty coverage of 3 years**. This must cover all hardware failures, accessories, and pre-installed OS support.

Service Level Agreement (SLA): Under the standard SLA, down-time resolution windows are strict. Hardware faults reported by the department must be addressed on-site within 24 to 48 hours.

General Terms & Conditions

Treatment of Device Identities and documentary compliance by the supplier

- i. A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.
- ii. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft.
- iii. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Redington or Ingram Micro, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both.
- iv. The buyer shall request for Windows Hardware Compatibility Certificate for Windows operating system to ensure the supply hardware is compatible with Windows operating system.
- v. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate. This verification shall constitute the final Goods Received Note issued for invoicing.
- vi. Seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration save for the pre-installed software such as operating system and any other software supplied under this contract.

- vii. The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care center.
- viii. OEM shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.
- ix. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

Service & Support

Dedicated / toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers with E-Mail IDs of responsible staff for Service Support.

Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

YR Gaitonde Medical Educational and Research Foundation payable at Chennai

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

Alternative Forms of EMD and PBG

Bidders can also submit the EMD through a Fixed Deposit Receipt (FDR) endorsed in the name of YRGMERF. MSME bidders who are exempted shall submit an MSME certificate and additionally, a signed declaration of performance guarantee by the Bidders, accepting the penalty of being blacklisted for withdrawing the bid on frivolous grounds can be provided in lieu of EMD. Such a

declaration is to be provided on company letter head making reference to this Tender Number, duly signed by the authorized signatory and stamped.

Technical Specifications (Annexure A – Lot 1) + (Annexure A – Lot 2)

Please refer to the Annexure A for detailed specifications and quantities.

Delivery Regions / Installation Points (See Annexure B for delivery address and quantities)

Andhra Pradesh
Arunachal Pradesh
Assam
Bihar
Chhattisgarh
Delhi
Haryana
Himachal Pradesh
Jammu & Kashmir
Jharkhand
Karnataka
Kerala
Meghalaya
Nagaland
Odisha
Punjab
Rajasthan
Tamil Nadu
Telangana
Tripura
Uttar Pradesh
Uttarakhand
West Bengal

Bidding Process

A pre-bid meeting is foreseen for this tender process. Questions may be sent in advance to the Evaluation Committee for providing the clarifications at the pre-bid meeting. (Refer to Tender Timeline below). Participation is possible in person or via Google Meet at the link provided in the timeline. All clarifications provided shall also be compiled and responded to through a written corrigendum or clarification notice issued uniformly to all bidders through the same portal and website for this Tender process.

No verbal clarification shall alter the tender conditions. Any change affecting scope, specifications, qualification criteria, evaluation factors, or timelines shall be formally approved and published through corrigendum before bid opening.

Bidding Mode

The bid prepared by the bidder shall comprise the following components. Any bids not conforming to the requirements shall be summarily rejected.

1. Technical Bid

- i. Refer to document Technical Offer Letter for the Technical Bid contents and formats.
- ii. Please note that **no price schedule should be included in the Technical Bid** and prices shall be quoted only in the Financial bid.

2. Financial Bid

- i. Refer to *Annexure X* for the Financial Bid contents and formats.
- ii. Financial bids will only contain cost of the Desktop Computers, Accessories and Software with Licenses and other devices being procured as per the details given in the bidder's Technical Specifications. (Annexure A for the respective Lot)
- iii. The bidders shall quote price in clear terms in Indian Rupees only.
- iv. The Financial bids should strictly conform to the formats to enable evaluation of bids and special care may be taken as bids having any hidden costs or conditional costs will be liable for straight rejection.
- v. The price components furnished by the bidders will be solely for the purpose of facilitating the comparison of bids by YRGMERF and will form the basis for ranking the Financial bids.

Preparation of bids

- i. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and YRGMERF, shall be written in the English language only.
- ii. Clarifications on Bid document / RFQ before bidding, the bidders are requested to carefully examine the Bid Documents and the terms & conditions specified therein however if there appears to be any ambiguity, contradictions, gap(s) and / or discrepancy between any of the Bid Documents, they should forthwith refer the matter to YRGMERF for necessary clarifications.
- iii. Bid Currency – All Prices shall be quoted in Indian Rupee (INR) only.

Period of Validity of Bids

Bids shall remain valid for a minimum of 90 (Ninety) days, YRGMERF holds the rights to reject a bid, valid for a period shorter than 90 (Ninety) days as non-responsive, without any communication to the bidder thereof.

Extension of Period of Validity

In exceptional circumstances, YRGMERF may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. The extension of validity period by the Bidder should be unconditional and irrevocable. A Bidder granting the request will not be permitted to modify its bid.

Format & Marking of the bids

The bidders shall prepare one Single Technical Bid, in a zipped folder and clearly marked as "**Technical Bid -YRGMERF- RFQ_007_2026_SOCH**". Similarly, bidders shall prepare only one Indicative Financial Bid, in a zipped folder and clearly marked as "**Financial Bid -YRGMERF- RFQ_007_2026_SOCH - Original**".

Authentication of Bid

The bids shall be type written and shall be ink signed by a person or persons duly authorized. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

Validation of interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with their ink signature.

Marking of Bids

Submitting of Bid: The Technical Bid shall be saved in a separate zipped folder clearly marked as **“Technical Bid -YRGMERF- RFQ_007_2026_SOCH”**.

The Financial Bid shall be saved in a separate zipped folder clearly marked as **“Financial Bid - YRGMERF- RFQ_007_2026_SOCH”**.

Both the files carrying the Technical (Zipped Folder 1) and Financial (Zipped Folder 2) bids should then be submitted via a single E-Mail cover. The Subject line shall be marked as **"<Name-of-Bidder_YRGMERF- RFQ_007_2026_SOCH”**.

[Example E-Mail Subject: **Phoenix_Marketing_India_Pvt_Ltd_YRGMERF-RFQ_007_2026_SOCH**]

Bid receipt and opening

Bids shall be received under the two-envelope system in accordance with the notified deadline. Late bids shall not be considered for evaluation.

At the bid opening stage, the techno-Financial bids shall be registered in the presence of authorised representatives of bidders where the platform or process so permits.

Bidding Timeline

Stage	Activity	Start date
1	Publication on portal, website, and newspaper advertisement <i>Submission deadline extended on 28.09.2026</i>	25 Aug. 2026
2	Pre-Bid Conference Google Meet link https://meet.google.com/xwc-mvgk-zqz Time: 11:00 hrs Wednesday the 30th of Sep. 2026	30 Sep. 2026
3	Posting of Clarifications on the Website	01 Oct. 2026
4	Submission of bids to the Generic E-Mail Box only rfq007soch@yrgcare.org	12 Oct. 2026

Stage	Activity	Start date
5	Technical bid opening and preliminary scrutiny https://meet.google.com/chx-rcgc-rzf Time : 11:00 hrs on Tuesday the 13th of October 2026	13 Oct. 2026
6	Qualification and technical evaluation of all offers including seeking of clarifications if needed	13 Oct. 2026
7	Financial bid opening and composite evaluation decisions	16 Oct. 2026
8	CTCEC recommendation to COO and CPO	17 Oct. 2026
9	Final approval and issue of award communication	20 Oct. 2026
10	Submission of performance security and contract execution	26 Oct. 2026
11	Delivery, installation, inspection, and acceptance latest on	30 Nov. 2026

Technical Evaluation

Overview of Evaluation Process

Evaluation shall proceed in four sequential layers: preliminary scrutiny, qualification responsiveness, technical and commercial responsiveness, and financial evaluation. The CTCEC shall evaluate bids strictly against the criteria published here and shall not introduce new criteria after bid opening.

Preliminary scrutiny

The Member Secretary shall prepare a checklist-based preliminary scrutiny note covering timely submission, bid form completeness, authorised signatory compliance, bid security or bid securing declaration, manufacturer authorisation, document completeness, and confirmation that the bid has separate techno-commercial and financial components as instructed. Material omissions may render a bid non-responsive if they cannot be cured without altering substance or giving unfair advantage.

Qualification evaluation

The CTCEC shall assess whether each bidder meets the stated legal, technical, commercial and financial qualification criteria. Only bidders meeting all mandatory qualification requirements shall proceed to detailed technical evaluation.

Clarifications may be sought in writing for non-material ambiguities, but no bidder shall be permitted to amend fundamental aspects of eligibility, technical offer, quoted model, or price after bid submission. All clarification requests and responses shall form part of the record.

Technical and techno-commercial evaluation

The CTCEC shall examine conformity of the quoted product and support model against the technical specifications, deployment requirements, warranty, service levels, delivery obligations, and commercial terms. The committee may use a requirement-wise compliance matrix marking each line item as compliant, better than required, minor deviation, or non-compliant, supported by documentary evidence from datasheets, certificates, authorisations, and service undertakings.

Only bids fully responsive to essential specifications and commercial terms shall qualify for financial opening. Only bidders crossing the minimum technical threshold shall be eligible for financial evaluation.

The committee may recommend rejection of bids with material deviations, including non-compliance with essential specifications, incomplete warranty commitments, unauthorised products, unaccepted commercial conditions contrary to tender terms, non-availability of service support, or misleading documentation. Reasons for each rejection shall be recorded.

Financial evaluation

The Financial bids of only technically responsive and qualified bidders shall be opened on the notified date. The Evaluation Committee shall prepare comparative analysis to determine the evaluated price or total cost of ownership basis stated in the tender.

Unless the tender provides for life-cycle or total cost evaluation, the default basis shall be the lowest evaluated responsive bid meeting all technical and commercial requirements. Abnormally low bids may be examined for viability and risk before recommendation, with written clarification where necessary.

Award of Contract

Once the recommendation of award by the Evaluation Committee is duly approved by the Foundation, the procurement department shall issue a letter of intent or purchase order / contract in line with the tender conditions. The successful bidder shall accept the contract in writing and mobilise the necessary Guarantees as per the contract provisions within the prescribed time and execute the contract.

Documentation from Bidder

Technical Offer Letter {Mandatory requirements}

Sl. Nr.	Contents of Technical Bid	Yes / No
1	Cover Letter with Technical Bid	
2	Annexures I to IX (Annexure III is ITR returns page 1)	
3	Warranty / Service - Contact Centre Details with Escalation Matrix (Names Phones E-Mails)	

Use the templates given here for completing and presenting the Annexures. All nine Annexures may be presented as a single flowing pdf - but on different pages - naming the document duly on the title band.

ANNEXURE I - TECHNICAL BID FORMAT

(To be submitted on the bidder's letterhead)

To

Y R Gaitonde Medical Educational and Research Foundation

Alsa Crescent, Alsa Gardens, 58, Harrington Road,

Chetpet, Chennai 600031 Tamil Nadu

Subject: RFQ 007 2026 SOCH - <Name the Lot #> Supply of <Name the products offered for the named Lot>

Please provide here all your information pertaining to the Technical Bid – except for such information which go into the Annexures or are made of Certifications / Declarations to be provided in specified format as per our list of Annexures.

Authorized Signatory:

Name & Designation:

Company Seal:

Date:

Place:

ANNEXURE II - STATEMENT OF ANNUAL TURNOVER FORMAT

(To be submitted on the bidder's letterhead/CA's letterhead - Attested Certificate)

To

Y R Gaitonde Medical Educational and Research Foundation
Alsa Crescent, Alsa Gardens, 58, Harrington Road,
Chetpet, Chennai 600031 Tamil Nadu

Subject: RFQ 007 2026 SOCH – Supply of <Name the Lot #> Supply of <Name the products offered for the named Lot>

Requirement: Statement of annual turnover of the company in the last three financial years. To be certified by a Chartered Accountant.

Financial Year	Turn Over in INR
2023-2024	
2024-2025	
2025-2026	
Average Amount	

Authorised Signatory

Seal

Annexure III – No format: ITR's main page of returns already filed in the last three financial years.

ANNEXURE IV – General Terms & Conditions to Purchase Order

(To be submitted on the buyer's letterhead and signed by both parties)

General Terms and Conditions to Purchase Order

Purchase Order # _____

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF COMPUTER EQUIPMENT AND ANCILLARY PRODUCTS

1. GENERAL PROVISIONS

1.1 Applicable Law and Place of Jurisdiction

The Contract shall be governed by, and construed in accordance with, the laws of the Republic of India. The Supplier's general terms and conditions of business, sale, or payment shall not apply. Subject to Clause 5.4 (Arbitration), the competent courts in Chennai shall have exclusive jurisdiction over any disputes arising out of or in connection with this Contract.

1.2 Form

The Contract, any amendments or supplements, and all material operational communications must be executed in written or text form, unless a stricter statutory format is prescribed by applicable law.

1.3 Quality of Goods and Technical Standards

All computer equipment, peripherals, and ancillary products supplied under this Contract must be brand new, unused, of excellent quality, and free from any defects in design, material, or workmanship. The goods must strictly comply with the technical specifications, performance metrics, and configuration profiles detailed in the Purchase Order or its annexures.

1.4 Framework Conditions and Sustainability

- **1.4.1 Legal Compliance:** In performing its obligations under this Contract, the Supplier must fully comply with all applicable national, state, and local legal provisions, ordinances, environmental statutes, and official regulations, including statutory tax provisions.
- **1.4.2 Environmental and Social Standards:** The Supplier warrants that all hardware supplied complies with national and international environmental standards, including restriction of hazardous substances (RoHS) and e-waste management rules applicable in India.
- **1.4.3 Labour Standards:** The Supplier is obliged to comply with the core principles stated in the Declaration of the International Labour Organization (ILO), ensuring freedom of

association, the absolute prohibition of child or forced labour, and non-discrimination in respect of employment and occupation.

1.5 Integrity and Anti-Corruption Policy

- **1.5.1 Conflicts of Interest:** The Supplier must avoid any conflict of interest relating to the execution of this Contract. Commercial interests, political allegiances, or personal relationships must not compromise the integrity of the procurement process.
- **1.5.2 Anti-Corruption:** The Supplier shall not, either directly or via third parties, offer, grant, request, or accept any improper gifts, monetary advantages, or facilitation payments in connection with this Contract. Corruption, fraud, embezzlement, or breach of trust in any form is strictly prohibited and constitutes grounds for immediate termination.

1.6 Confidentiality

Any data, technical drawings, configurations, or operational information relating to the Buyer or the designated end-user institution that becomes known to the Supplier during the course of performing this Contract must be treated as strictly confidential. This obligation survives the expiry or termination of the Contract.

Purchase Order # _____

2. SUPPLY, DELIVERY, AND INSURANCE

2.1 Delivery Terms and Documentation

The Supplier shall deliver the goods to the exact final delivery centres specified by the Buyer. Delivery shall be executed strictly in accordance with the timelines and shipping schedules detailed in the Purchase Order. Partial deliveries are permitted only with the prior written consent of the Buyer.

2.2 Transit Insurance

The Supplier shall, at its own expense, secure and maintain comprehensive transit insurance coverage for all hardware and ancillary products. This insurance policy must remain fully active and protective from the point of origin up to the final physical delivery centres designated in the Contract. The insurance must cover all risks of loss, theft, damage, breakage, or destruction during loading, transit, and unloading. The Buyer shall bear no risk or liability for the goods prior to their formal delivery and verification at the specified centres.

2.3 Inspection and Acceptance Testing

Upon physical receipt at the delivery centres, a functional testing window of fifteen (15) working days shall be provided. The designated party or end-user institution shall inspect the units to verify technical compliance, operational stability, and successful pre-installation of software components. Formal acceptance shall be executed in writing through a signed asset confirmation sheet or certificate.

Purchase Order # _____

3. HARDWARE SPECIFICATIONS AND SOFTWARE LICENSING

3.1 Pre-installed Operating System

All computer workstations, laptops, or desktops supplied under this Contract must be delivered with genuine, fully activated **Windows 11 Pro** pre-installed. Original Equipment Manufacturer (OEM) activation signatures and original software architecture must be configured and fully functional out of the box.

3.2 Productivity Software

The Supplier must bundle each applicable computing unit with a perpetual, standalone license of **Microsoft Office Business**. Subscription-based software frameworks requiring recurring buyer platform renewals are strictly excluded. The software must grant non-expiring, permanent operational access to core productivity modules.

3.3 Endpoint Protection (Anti-Virus)

Each hardware asset must include a pre-installed installation of **a branded and well-known Anti-virus of the specified version as per Annexure A listing the Specifications for all supplies**. This endpoint security software must include a mandatory, unyielding three (3) year runtime subscription covering continuous automated security definitions, virus database updates, malware mitigation, and firewall support, commencing from the formal date of delivery of the system.

3.4 Third-Party Beneficiary Rule for Software Licensing

It is an explicit condition of this Contract that **all legal titles, software volume license certificates, activation keys, and software asset registration signatures must be issued and registered strictly in the name of the designated partner/end-user institution** specified in the delivery schedule, and not in the name of the Buyer. The Supplier shall ensure that all manufacturer warranty channels and software support pathways are directly accessible by said designated party.

Purchase Order # _____

4. REMUNERATION, INVOICING, AND PAYMENT

4.1 Pricing and Statutory Taxes

The total price specified in the Purchase Order is a maximum fixed cap. No excess costs, hidden fees, or unlisted freight adjustments shall be reimbursed. The Supplier may invoice Goods and Services Tax (GST) or applicable value-added taxes at the prevailing statutory rate, explicitly separated on the face of the commercial tax invoice.

4.2 Pro-Rated Payment Linked to Goods Received Note (GRN)

Release of payment by the Buyer shall be pro-rated to and strictly subject to actual evidence of physical delivery. Each payment milestone or partial disbursement request must be accompanied by a valid **Goods Received Note (GRN)** issued and signed by the authorized personnel at the respective delivery centres. No invoice shall be processed for payment without the corresponding, unconditioned GRN matching the quantity and description of the items billed.

4.3 Warranty and Spare Parts Guarantee

The Supplier provides a comprehensive commercial hardware warranty on all components. Furthermore, the Supplier guarantees that original replacement parts, components, and matching ancillary modules for the supplied equipment shall remain available for procurement for a minimum duration of three (3) years following hardware acceptance.

4.4 Performance Bank Guarantee (PBG)

The Performance Bank Guarantee may be furnished for one year and renewed on an annual basis if the contractor prefers that. The Performance Bank Guarantee (PBG) shall be released upon satisfactory deliveries and successful installation of the computers, accessories and ancillary devices together with the registration of software licenses with the corresponding OEMs and the expiry of the Warranty period. Deficiencies will entail retention of payments for corresponding quantities until such time as these are fully rectified to the satisfaction of the Buyer.

4.5 Payment schedule for this Purchase Contract

Sl.Nr.	Justification / Stages for payment	Payment as % of contract value
1	Signed PO with request for advance payment along with BG executed for 30% of the contract value	20%
2	Presentation request for payment along with all E-Way Bills	30%
3	Request for payment along with GRNs from all ARTs (delivery centres will issue the Goods Received Note)	30%
4	Evidence of S/W licenses registration along with PBG	20%
Note: The Bank Guarantee shall be valid until the contractual obligations under the four stages have been completed.		

Purchase Order # _____

5. SUPPLEMENTARY PERFORMANCE, INTERRUPTION, DISPUTES

5.1 Liquidated Damages for Delay

If the Supplier fails to deliver the equipment within the contractually stipulated deadlines, and fails to remedy such delay within an officially granted grace period, the Buyer shall be entitled to deduct liquidated damages. The penalty shall be calculated at a rate of 0.5% of the total value of the contract for each week of delay or part thereof, capped at a maximum ceiling of 10% of the total contract value.

5.2 Force Majeure and Deferral of Delivery

- **5.2.1 Definition:** Force Majeure refers to unavoidable, extraordinary events (such as natural disasters, epidemics, severe civil unrest, or outbreaks of war) that could not be anticipated by human foresight and prevent a party from fulfilling its contractual duties.
- **5.2.2 Right to Hold Back and Defer:** In the event of a verified Force Majeure scenario affecting shipping logistics, port operations, or terminal safety, the affected party shall immediately notify the other in writing. The Buyer reserves the absolute right to order a temporary holdback of supplies and defer scheduled deliveries without incurring any liability, storage penalties, or cost increases. Contractual obligations and timelines shall be

suspended for the duration of the interruption up to a limit of three (3) months, after which either party may terminate the contract cleanly if performance remains permanently impossible.

5.3 Consequences of Supplier Default

Should the Buyer terminate the Contract due to a material breach or fault attributable to the Supplier, remuneration shall only be disbursed for compliant, accepted equipment that the Buyer can utilize. Any unserviceable, non-compliant, or unapproved products shall be returned to the Supplier at the Supplier's sole cost and risk.

5.4 Dispute Resolution and Arbitration

Any dispute, controversy, or claim arising out of or relating to this Contract, including its formation, breach, validity, or termination, shall be referred to and finally resolved by binding arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (as amended).

- The arbitral tribunal shall consist of a sole arbitrator mutually appointed by the parties, or failing agreement, appointed in accordance with the said Act.
- The seat and place of arbitration shall be **Chennai, India**.
- The language of the arbitration proceedings shall be English. The arbitral award shall be final and binding upon both parties.

Purchase Order # _____

6. EXECUTION AND SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Contract by their duly authorized representatives as of the dates set forth below.

FOR THE BUYER:

Signature: _____

Printed Name: _____

Title/Designation: _____

Date: _____

Seal/Stamp:

FOR THE SUPPLIER:

Signature: _____

Printed Name: _____

Title/Designation: _____

Date: _____

Seal/Stamp:

ANNEXURE — V: UNDERTAKING.

To

Y R Gaitonde Medical Educational and Research Foundation
Alsa Crescent, Alsa Gardens, 58, Harrington Road,
Chetpet, Chennai 600031
Tamil Nadu

Subject: RFQ 007 2026 SOCH - <Name the Lot #> Supply of <Name the products offered for the named Lot>

We, _____ (name and designation) on behalf of _____ having its registered office at _____ have submitted a bid proposal document to YR Gaitonde Medical, Educational and Research Foundation (hereinafter referred to as YRGMERF) for “Procurement of Desktop Computers, Accessories and Software” in response to the Request for Quotation (RFQ_007_2026_SOCH) issued by YRGMERF.

We hereby undertake and declare that

- a) We are duly authorized to submit this undertaking.
- b) We have read and understood the Request for Quotation (RFQ) document – “Procurement of Desktop Computers, UPS systems, **Monitors, Bar Code Scanners and Bio metric measurement devices**” as obtained from YRGMERF.
- c) We do not have any other business relationship with YRGMERF including its Directors and officers nor have any conflict of interest. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- d) We have submitted our bid proposals in compliance with the specific requirements as mentioned in the RFQ document.
- e) We have provided all necessary information and details as required by YRGMERF and shall provide any additional information that may be required by YRGMERF from time to time.
- f) All the documents and information therein are true and accurate and nothing has been concealed or tampered with in the said documents.

- g) We possess the relevant experience in the activity as proposed to be awarded by way of the RFQ document.
- h) We are aware of the fact that furnishing of any false or misleading information or document shall make us liable for punitive action.
- i) No inquiries or investigations have been threatened, commenced or pending against us by any statutory or regulatory or investigative agencies or lending institutions.
- j) Neither the company nor any of its employees/directors have been barred from providing such services by the issuing authority or any other competent institution nor are we blacklisted restrained at any time by the Central/ or any of the State Governments in India /any Public sector organization in the last 5 years. No vigilance and / or court cases are pending against us.
- k) We were never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to YRGMERF.

Yours faithfully,

Signature

Name and designation

(Company Seal)

Date:

Place:

ANNEXURE – VI: UNCONDITIONAL ACCEPTANCE OF RFQ TERMS

(To be submitted on the bidder's letter head)

To

Y R Gaitonde Medical Educational and Research Foundation

Alsa Crescent, Alsa Gardens, 58, Harrington Road,

Chetpet, Chennai 600031

Tamil Nadu

Subject: RFQ 007 2026 SOCH - For Supply of <Name the Lot #> Supply of <Name the products offered for the named Lot>

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFQ floated by YR Gaitonde Medical, Educational and Research Foundation (YRGMERF).

Signature

Name of Authorized

Signatory Designation

Seal/Stamp of the Vendor

ANNEXURE – VII: NON-DISCLOSURE AGREEMENT.

(To be submitted by successful Vendor)

NON-DISCLOSURE AGREEMENT

This agreement, made on this ____ day of _____, 2026 between YR Gaitonde Medical, Educational and Research Foundation (herein after referred to as YRGMERF), a Registered Trust incorporated in India and having its registered office at Kilpauk Garden East Street 36, Chennai 600 010 and a Company incorporated in India and having its administrative office at Alsa Gardens, 58, Harrington Road, Chetpet, Chennai 600 042 (hereinafter referred to as Bidder).

WHEREAS YRGMERF has floated a Request for Quotations calling for Quotes from Prospective Bidders for Procurement of Desktop Computers, Accessories, Ancillary devices and Software for supply to the ART Centres located all India.

AND WHEREAS the Bidder has submitted its Bid for the above Assignment. During the course of Assignment, it is anticipated that the Bidder may be privy to some of YRGMERF's or its affiliate's/subsidiaries/client's trade secrets or confidential or proprietary information hereinafter collectively referred to as the confidential information;

WHEREAS the Bidder agrees to protect YRGMERF against unauthorized disclosure and/or use of the Confidential Information and Bidder under the following terms and conditions;

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties have reached an agreement having the following terms:

1. Confidential Information: "Confidential Information" as used in this Agreement means any and all information, of YRGMERF including but not limited to business plans, technical data or know-how, including without limitation any of the foregoing relating to research and development, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configurations, marketing or finances in any form including Word documents, Excel Spreadsheets, Power Point Presentations and pictures, either as printed hard copies or electronic softcopies that the Bidder may receive in the course of the Assignment.

2. Disclosure of Confidential Information: The Bidder shall hold in confidence, and shall not

disclose the Confidential Information to any person and shall not use or exploit such Information for its own benefit or the benefit of another. The Bidder will promptly notify YRGMERF, if the Bidder obtains actual knowledge of any unauthorized use or disclosure of any Confidential Information.

3. Limitation on Obligations: The obligations of the Bidder specified in Section 2 above shall not apply, and the Bidder shall have no further obligations, with respect to any Confidential Information to the extent that such Confidential Information:

(a) is generally known to the public at the time of disclosure through no wrongful act on the part of the Bidder;

(b) is in the Bidder's possession at the time of disclosure otherwise than as a result of Bidder's breach of any legal obligation;

(c) becomes known to the Bidder through disclosure by sources other than YRGMERF having the legal right to disclose such Confidential Information;

(d) is independently developed by the Bidder without reference to or reliance upon the Confidential Information; or

(e) is required to be disclosed by the Bidder to comply with applicable laws or governmental regulations, provided that the Bidder provides prior written notice of such disclosure to YRGMERF so that YRGMERF may obtain an appropriate protective order. If failing the entry of a protective order the Bidder is, in the opinion of its counsel, compelled to disclose Confidential Information then the Bidder may disclose that portion of the Confidential Information that its counsel advises that it is compelled to disclose and will upon the request and at the expense of YRGMERF, cooperate with YRGMERF in its efforts to obtain a protective Order or other reliable assurance that confidential treatment will be accorded to that portion of the confidential information that is being disclosed.

4. Ownership of Confidential Information: The Bidder agrees that YRGMERF is and shall remain the exclusive owner of Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Bidder is granted or implied under this Agreement.

5. Return of Documents: The Bidder shall, upon the request of YRGMERF, return to YRGMERF all confidential information and shall destroy or erase Confidential Information contained in any materials and documentation or recorded in any memory device. Within thirty (30) days of the placing of the request in writing by YRGMERF, the Bidder shall certify in writing to YRGMERF that it has fully complied with its obligations under this Clause.

6. Force Majeure: Neither party shall be considered in breach of this Agreement or in default of its obligations hereunder if it fails to perform or observe any or all of the

terms of this Agreement resulting directly or indirectly from causes beyond the reasonable control of such party, such as but not limited to, acts of God, Civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics, acts of government, its agencies or officers, or any other legitimate cause beyond the control of the parties, provided the party whose performance is affected or is likely to get effected thereby, shall within reasonable time notify the other party of the occurrence of such cause.

7. Miscellaneous:

- (a) This Agreement shall not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties.
- (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Any failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of such provision.
- (c) This Agreement shall be construed and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts of Mumbai.
- (d) The provisions of this agreement shall survive for a period of one year from the date of this agreement.
- (e) The Bidder acknowledges that YRGMERF would be irreparably injured by breach of this Agreement by the Bidder or the Bidder's representatives/employees and that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that YRGMERF shall be entitled, without waiving any other rights or remedies, to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement.
- (f) The Bidder agrees and acknowledges that they shall be liable to and shall indemnify YRGMERF for any loss / damages/ costs incurred to YRGMERF of whatsoever nature due to breach of confidentiality obligations set out herein.
- (g) All disputes arising out in connection of this Confidentiality Agreement shall be settled through arbitration in accordance with the arbitration proceeding as per Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai. The dispute shall be referred to a Sole Arbitrator who shall be a neutral and suitably qualified third party mutually agreed upon by the parties to the dispute, failing which each party shall appoint one arbitrator each and the two arbitrators shall appoint the third or the presiding arbitrator. The arbitration proceeding shall be conducted and the award shall be rendered in English Language. The award rendered by the arbitrator or arbitrators shall be final, conclusive and Binding on all the

parties to this agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost of preparing and representing its case, and cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties, unless the award otherwise provides. The Arbitral Award shall be final and binding on the Parties.

EXECUTED as a sealed instrument as of the day and year first set forth above. Signed for and on behalf of

**YR Gaitonde Medical, Educational &
Research Foundation**

By _____

Designation _____

Signed for and on behalf of

By _____

Designation _____

ANNEXURE – VIII: SELF-DECLARATION CERTIFICATE

(Undertaking to be submitted on Bidder Company's Letter Head)

To

Y R Gaitonde Medical Educational and Research Foundation

Alsa Crescent, Alsa Gardens, 58, Harrington Road,

Chetpet, Chennai 600031

Tamil Nadu

Subject: RFQ 007 2026 SOCH - Supply of <Name the Lot #> Supply of <Name the products offered for the named Lot>

We, [] (name and designation) on behalf of [] having its registered office at [] have submitted a Bid proposal to YRGMERF for [] in response to the Request for Proposal (RFQ) dated issued* [] by YRGMERFYRGMERF.

We are duly authorized persons to submit this undertaking.

We have read and understood the aforesaid RFQ and we hereby convey our absolute and unconditional acceptance to the aforesaid RFQ.

We do not have any business relationship with YRGMERF including its directors and officers which may result in any conflict of interest between us and YRGMERF. We shall on occurrence of any such event immediately inform the concerned authorities of the same

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFQ.

We have provided all necessary information and details as required by YRGMERF and shall provide such additional information as may be required by YRGMERF from time to time.

Neither we nor any of our employees/directors has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

There are no vigilance and / or court cases pending against us/ our company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to YRGMERF.

It is further certified that we have not modified or deleted any text/matter in this RFQ or its Annexures.

Dated this _____ day of _____ 2026.

Signature

Company

Seal

Duly authorized to sign bids for and on behalf of:

ANNEXURE – IX: Bidder Profile

(Undertaking to be submitted on Bidder Company's Letter Head)

To

Y R Gaitonde Medical Educational and Research Foundation
Alsa Crescent, Alsa Gardens, 58, Harrington Road,
Chetpet, Chennai 600031
Tamil Nadu

Subject: RFQ 007 2026 SOCH - Supply of <Name the Lot #> Supply of <Name the products offered for the named Lot>

[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.

Please attach copies of PAN & GST Registration of the firm.

Financial Bid

Use the Annexure X as per template provided here below.

[Submit this in a password protected file. The Evaluation Committee will phone / E-Mail request for password]

ANNEXURE X - COMMERCIAL BID FORMAT

(To be submitted on the bidder's letterhead)

To

Y R Gaitonde Medical Educational and Research Foundation

Alsa Crescent, Alsa Gardens, 58, Harrington Road,

Chetpet, Chennai 600031 Tamil Nadu

Subject: RFQ_007_2026_SOCH (Lot-1) - Supply of Desktop Computers, Accessories, Software and Licenses

Dear Sir,

With reference to your RFQ_007_2026_SOCH, we have pleasure in presenting our Financial Bid in attachment to this forwarding letter as follow,

S#	Item Description	Quantity	Unit rate	Amount	GST	Amount incl. GST
1	Desktop with OS, Monitor, Accessories and software (As per the technical specification in this bidder's Annexure I)	789				
2	UPS with Battery Warranty (As per the technical specification in this bidder's Annexure I)	789				
	Total Amount					

We further confirm the following main commercial Terms & Conditions:

1. The prices mentioned in bid are inclusive of all taxes.
2. **All Taxes, Levies, Duties, Charges, freight up to the delivery points, transit insurance, packing, loading and unloading etc are to be included in the unit price of the items in the bid.**
3. The price shall be valid for 90 (Ninety) days from the date of opening of the Financial Bids.
4. The delivery will be as per the list of ART Centres ending within delivery schedule

provided in the Purchase Order (PO).

5. Delivery at locations across India as mentioned in the Annexure.

We unconditionally accept to abide by all the terms and conditions of the above RFQ issued by YRGMERF.

Authorized Signatory:

Name and designation:

Company Seal:

Date:

Place:

ANNEXURE X - COMMERCIAL BID FORMAT

(To be submitted on the bidder's letterhead)

To

Y R Gaitonde Medical Educational and Research Foundation

Alsa Crescent, Alsa Gardens, 58, Harrington Road,

Chetpet, Chennai 600031 Tamil Nadu

Subject: RFQ_007_2026_SOCH (Lot-2) - Supply of Barcode Machine and Bio-metric device

Dear Sir,

With reference to your RFQ_007_2026_SOCH, we have pleasure in presenting our Financial Bid in attachment to this forwarding letter as follow,

S#	Item Description	Quantity	Unit rate	Amount	GST	Amount incl. GST
1	Barcode Machine- -Print Technology: Direct Thermal and Thermal Transfer (As per the technical specification in this bidder's Annexure I)	789				

2	Bio-Metric-Device Fingerprint Scanner (As per the technical specification in this bidder's Annexure I)	789				
	Total Amount					

We further confirm the following main commercial Terms & Conditions:

1. The prices mentioned in bid are inclusive of all taxes.
2. **All Taxes, Levies, Duties, Charges, freight up to the delivery point, insurance, packing, loading and unloading etc are to be included in the unit price of the items in the bid.**
3. The price shall be valid for 90 (Ninety) days from the date of opening of the Financial Bids.
4. The delivery will be as per the list of ART Centres ending within delivery schedule provided in the Purchase Order (PO).
5. Delivery at locations across India as mentioned in the Annexure.

We unconditionally accept to abide by all the terms and conditions of the above RFQ issued by YRGMERF.

Authorized Signatory:

Name and designation:

Company Seal:

Date:

Place:

List of Abbreviations

AMC	Annual Maintenance Contract
ART	Anti-Retroviral Treatment
COO	Chief Operating Officer
CPO	Chief Programme Officer
CTCEC	Composite Techno-Commercial Evaluation Committee
EMD	Earnest Money Deposit
FDR	Fixed Deposit Receipt
GeM	Government E-Market Place
GST	Goods and Services Tax
IT	Information Technology
LD	Liquidated Damages
MSME	Micro, Small and Medium Enterprises
NACO	National AIDS Control Organisation
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PC	Personal Computer
RFQ	Request for Quotations
SLA	Service Level Agreement
SOCH	Strengthening Overall Care for HIV beneficiaries
SOP	Standard Operating Procedures
YRGMERF	YR Gaitonde Medical Educational and Research Foundation