

**Tender for Procurement of Apple iPad****A. BRIEF PROJECT REQUIREMENT**

Bank of Baroda has a requirement of following Apple Product:

Product Description	Quantity
New Apple iPad 9.7 inch (Wifi + Cellular, 128GB) – Silver Color	15

**B. PURPOSE**

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called Tender, to eligible Vendors, hereafter called as 'Bidders / Vendors', to participate in the competitive bidding towards procurement of Apple iPad.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this Tender and who fulfill the criteria mentioned in this document. The participating vendor must agree to all our terms & conditions mentioned under this Tender document.

**C. E-PROCUREMENT GUIDELINES**

The vendors are requested to submit their eligibility/commercial proposal for above mentioned procurement through website link provided below as part of e-tendering only. e-tendering / online tendering is the simulation of the manual tendering process on the internet i.e. the eligible bidders / tenders can log on to the internet website specified using a unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e procurement Technologies Ltd. personnel on the methodology of submitting the bids online using a digital signature/electronic key / password at the date and time specified. The bids placed by the bidders are confidential and will be opened by the authorized Bank of Baroda officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

**Minimum requirement:**

- 1) Computer/Laptop with internet connection.
- 2) Operating System – Windows XP Service pack - 3 / Vista / Windows 7
- 3) Digital Certificate - Class II or III, signing + Encryption and it should be organizational certificate.

Vendor registration can be done online by opening Website <https://bobtenders.abcprocure.com/EPROC/> Click on Registration link, create User Id and Password and attach your Digital certificate.

**D. IMPORTANT DATES**

Schedule of RFP	
Tender No.	BCC:IT:PROC:110:40

Date of Viewing Tender	27 <sup>th</sup> August 2018
Date of Pre - Bid Meeting	Not Applicable
Last Date & Time of Submission of Bids	02:30 PM on 6 <sup>th</sup> September 2018
Date & Time of opening of Part-I Eligibility / Technical Bid	03:00 PM on 6 <sup>th</sup> September 2018
Date & Time of opening of Part-II Commercial Bid	To be communicated Later
Earnest Money Deposit	Not Applicable
Address for online submission and opening of bids (technical as well as commercial bids)	Bid must be submitted online on <a href="https://bobtenders.abcprocure.com/EPROC/">https://bobtenders.abcprocure.com/EPROC/</a>
All letters must be addressed to the	Chief Technology Officer Bank of Baroda, Baroda Sun Tower C-34, G-Block, BKC, Mumbai-400051
Contact Details of Online Portal facilitator	M/s e-Procurement Technologies Limited Mr. Yashrajsinh Rathod Email: <a href="mailto:yashrajsinh@auctiontiger.net">yashrajsinh@auctiontiger.net</a> Phone: +91-79-40016815/6824/6861

#### **E. SUBMISSION DETAILS**

As part of the submission the vendor should submit the following documents through our eProcurement portal:

- Valid documentary Proof stating that the vendor is Apple Authorised Reseller.
- Commercial Bid** - Commercial Bid for Apple iPad should be strictly as per Commercial bid format (Annexure - 1). Any commercial bid submitted not in conformity with Annexure – 1 and provided along with the Eligibility bid, then whole bid will be rejected outright.

***Commercial bid needs to be sealed & signed by the bidder's authorised signatory strictly as per Annexure - 1 and encrypted using e-signer tool (available on our e-procurement website <https://bobtenders.abcprocure.com/EPROC/> for download) before uploading it to the website.***

#### **F. EVALUATION METHODOLOGY**

Bank will evaluate the commercials of only those vendors who have submitted valid Documents as mentioned in "Point E. SUBMISSION DETAILS". The vendor quoting the lowest commercial shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Total Amount quoted should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid as per actual.

#### **G. NORMALIZATION OF BIDS**

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the empanelled vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this tender, agree to the process and conditions of the normalization process.

#### **H. OTHER TERMS**

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

#### **I. PAYMENT TERMS**

The vendor will be eligible for 100% payment after delivery of Apple iPads. The payment will be released from IT Dept., BCC as per the payment terms on submission of POD document signed by the concerned Bank officials to be provided along with invoice for release of payment.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not

be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

**J. DELIVERY TIMELINES**

Delivery of required Apple iPads should be within 1 week from the date of purchase order at our Corporate Office, Mumbai. The product supplied should be with 1 year warranty from the date of invoice. Installation of the products is the responsibility of the vendor.

**K. DEAD ON ARRIVAL (DOA) –** Vendor has to ensure that any Apple iPad supplied as part of this Tender should not be Dead on Arrival (DOA). In the event if any Apple iPad supplied by vendor is Dead on Arrival (DOA), vendor has to replace the Apple iPad at no additional cost to the Bank.

**L. DOCUMENTATION**

Vendor will have to supply all necessary documents in English related to Apple iPad along with their bid submission.

**M. FORCE MAJEURE**

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

**N. ARBITRATION**

In the event of a dispute or difference of any nature whatsoever between BOB and the vendor during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. BOB and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at BOB's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

**O. INDEMNITY**

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of Apple iPad supplied by him.

**P. CONFIDENTIALITY**

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by BOB. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BOB. Further, BOB shall have right to regulate vendor staff.

**Q. INFORMATION AND SECRECY**

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

**R. PUBLICITY**

The vendor shall not advertise or publicly announce that he is undertaking work for BOB without written consent of BOB.

**S. STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

**T. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.

**U. AUDIT**

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

**V. NO EMPLOYER EMPLOYEE RELATIONSHIP**

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer –

employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

**W. AUTHORIZED SIGNATORY**

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

For any further clarifications you may contact:

- Mr. Deepak Mehra, Manager (IT Procurement) 022 66983232
- Mr. Kalpesh Prajapati, Officer(IT Procurement) 022 66983256

E-mail your queries

- It.fms.bcc@bankofbaroda.com
- [rfp.it.procurement@bankofbaroda.com](mailto:rfp.it.procurement@bankofbaroda.com)

**Annexure 1: Commercial Bid - Tender for Procurement of Apple iPad.**

Sr No	Description of Item	Qty	Unit Price (Rs.)	Total Amount (Rs.)	GST Percentage (%)	GST Amount (Rs.)	HSN / SAC Code
1	Apple iPad 9.7 inch (Wifi + Cellular, 128GB) – Silver Color	15					
2	Other Charges (If any)	X					
<b>Total Cost of Ownership with 1 Year Warranty (in Rs.)</b>						<b>XXX</b>	

**Note:**

- All the commercial value should be quoted in Indian Rupees.
- The Total Amount quoted should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.
- Vendor has to mandatorily declare the applicable Goods & Service Tax Percentage (GST %), Goods & Service Tax Amount & HSN / SAC Code in the commercial bid format. The applicable Goods & Service Tax will not be part of Total Cost of Ownership (TCO) calculation.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.

**Place:**
**Date:**
**Seal & Signature of the bidder**