



Tender for Procurement of Apple iPad with Accessories.

Bank of Baroda
IT Department
Kohinoor Square, 6th Floor
N.C.Kelkar Marg,
R.G. Gadkari Chowk, Shivaji Park,
Dadar (W), Mumbai - 400 028

Tender No. BCC:IT:PROC:116:08

Dated: 27th June, 2024

[A] Important Dates:

#	Particulars	Timeline
1	Tender Issuance Date	27th June, 2024
2	Tender Coordinator Name, Contact details (Bank)	1. Mr. Deepak Mehra 2. Contact No. - 022-6845 0849 / 0845 3. Email: it.procurement@bankofbaroda.com 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, Kohinoor Square, 603, 6 th Floor, N.C.Kelkar Marg, R.G. Gadkari Chowk, Shivaji Park, Dadar (W), Mumbai - 400028.
3	Last Date & Time of Submission of bids	3:00 PM on 8th July 2024 Mode: Online on URL: https://bobtenders.eproc.in
4	Eligibility Bid Opening Date	3:30 PM on 8th July 2024 Mode: Online on URL: https://bobtenders.eproc.in 1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on it.procurement@bankofbaroda.com email id after tender submission time is over.
5	Commercial Bid Opening Date	To be communicated Later
6	Mode of bid submission & online portal's URL	Mode: Online URL: https://bobtenders.eproc.in
7	Helpdesk for etender portal	Phone: 0124-4302033/36/37, bobsupport@c1india.com



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A. BRIEF PROJECT REQUIREMENT

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 with Accessories.

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

Bank of Baroda has a requirement of Apple iPad with **Accessories** as per the details mentioned below:

S. No.	Product Description	Quantity
1	Apple iPad 10.2-inch, 10 th Generation, 256 GB (Wi-Fi and Cellular) with 1 year warranty	10
2	Apple Smart Keyboard for Apple iPad 10.2-inch	10
3	Apple iPad Pro 11-inch, 512 GB (Wi-Fi and Cellular) with 1 year warranty	2
4	Apple Pencil for Apple iPad Pro 11-inch	2
5	Apple Smart Keyboard for Apple Pencil for Apple iPad Pro 11-inch	2
6	Apple Care Plus - 1 Year additional warranty for Apple Pencil for Apple iPad Pro 11-inch	2

B. SUBMISSION DETAILS

As part of the submission the vendor should submit the following documents through our e-Procurement portal:

- a) **Eligibility Bid** –The vendor should submit documentary evidence for complying following Eligibility Criteria:
 - 1) Letter of Undertaking - Agreeing to all terms & conditions as detailed in the tender document, duly sealed and signed by authorized signatory.
 - 2) Manufacturing Authorization Form (MAF) from Apple.
 - 3) Letter of authorization from the company authorizing the person to sign the tender response and related documents.
 - 4) Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.
 - 5) Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E- Mail ID.
- b) **Commercial Bid** - Commercial Bid should be strictly as per Commercial bid format (Annexure - 2). Any commercial bid submitted not in conformity with Annexure – 2 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 – 2.

C. EVALUATION METHODOLOGY

The competitive bids shall be evaluated in two stages:

Stage 1 – Eligibility Bid

Stage 2 – Commercial Bid

Stage 1 - The Eligibility Bid will be evaluated for all the vendors who have submitted their Bid.

Stage 2 - Bank will evaluate the commercials of only those vendors who have qualified after stage 1 of Eligibility Bid evaluation. 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 except GST. GST will be paid as per actual.

D. 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 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.

E. 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.

F. PAYMENT TERMS

The vendor will be eligible for 100% payment after delivery of the required Apple iPad with Accessories. The payment will be released from IT Department as per the payment terms on submission of POD document signed by the concerned Bank officials to be provided along with Original 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.

G. DELIVERY TIMELINES

Delivery of the required Apple iPad with Accessories should be within 2 weeks from the date of purchase order at our Mumbai Office.

In the case of additional requirements desired by the Bank during the period of 1 year from date of purchase order, the Bank can place the order for additional 25% of the over and above the quantity for which order is placed with a particular bidder.

H. WARRANTY

The required Apple iPad with Accessories should be with 1 year warranty from the date of invoice.

I. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the required products / items along with their bid submission.

J. 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.

K. 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.

L. 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 the Apple products / items supplied by them.

M. 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.

N. 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.

O. PUBLICITY

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

P. STANDARDS

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

Q. 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.

R. 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.

S. 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.

T. 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.

Annexure 01 - E-Procurement Guidelines

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software.
- Bank of Baroda e-Procurement Portal: An e-tendering portal of Bank of Baroda introduced for the process of e-tendering which can be accessed on <https://bobtenders.eproc.in>

I. ACCESSING / PURCHASING OF BID DOCUMENTS:

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in etendering portal of Bank of Baroda. Bidders can see the list of licensed CA's from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>) to have a user ID & Password.
- The amendments / clarifications to the tender, if any, will be posted on the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering Portal (<https://bobtenders.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: 0124-4302033/36/37, bobsupport@c1india.com.
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Bank of Baroda nor C1 India Pvt. Ltd will be responsible for such eventualities.

Annexure 02 - Commercial Bid Format - Tender for Procurement of Apple iPad with Accessories.

S. No.	Description	Qty.	Unit Price (Rs.)	Total Amount (Rs.)
1	Apple iPad 10.2-inch, 10 th Generation, 256 GB (Wi-Fi and Cellular) with 1 year warranty	10		
2	Apple Smart Keyboard for Apple iPad 10.2-inch	10		
3	Apple iPad Pro 11-inch, 512 GB (Wi-Fi and Cellular) with 1 year warranty	2		
4	Apple Pencil for Apple iPad Pro 11-inch	2		
5	Apple Smart Keyboard for Apple Pencil for Apple iPad Pro 11-inch	2		
6	Apple Care Plus - 1 Year additional warranty for Apple Pencil for Apple iPad Pro 11-inch	2		
			Total Cost (Rs.)	

Note:

- All the commercial value should be quoted in Indian Rupees.
- The Total Cost quoted should be inclusive of all taxes **except GST. GST will be paid at actuals.**
- In the case of additional requirements desired by the Bank during the period of 1 year from date of purchase order, the Bank can place the order for additional 25% of the over and above the quantity for which Order is placed with a particular bidder.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- Bank reserves the right to disqualify the vendor in case of any deviation observed in the commercial Bid.
- 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.

Commercial Bid Submission on e-procurement portal

- Bidder needs to download the commercial bid format from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
- Bidder needs to take a print of the same commercial bid format, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
- Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms & conditions mentioned above and in this Tender Document and subsequent addendums. Also, we understood that if any mismatch is found between pdf & excel file, commercials mentioned in PDF will be taken as final for evaluation purposes

Name:

Designation:

Company Name:

Date:

Seal & Signature of Bidder