

TENDER NOTICE

FOR SUPPLY OF SILVER MEMENTOES AT BARODA U.P. BANK, HEAD OFFICE, GORAKHPUR

IMPORTANT DATES

DATE OF ISSUE OF TENDER NOTICE	23.11.2023
LAST DATE AND TIME OF SUBMISSION OF TENDER	18.12.2023 up to 03:00 P.M.
DATE OF OPENING OF TENDER (TECHNICAL BID)	19.12.2023 at 03:30 P.M.

Baroda U.P. Bank
Premises & Equipment Department
Head Office
Buddh Vihar Commercial Scheme, Taramandal
Gorakhpur – 273016 (U.P.) (0551-2230010/ Mob : 9026402750)

-Sd-

General Manager

Date : 23.11.2023

NOTICE INVITING TENDER FOR SUPPLY OF SILVER MEMENTOES

Baroda U.P. Bank, Head Office, Gorakhpur invites sealed tenders (2 bid system) from reputed, highly experienced dealers/manufacturers for the supply of 345 numbers of Silver Mementoes weighing 100 grams each & 06 numbers of Silver Mementoes weighing 50 grams each in terms of approved sample available with us. Number may be increased or decreased by 25%. The sample is available for inspection at our office during office hours (i.e. 10.00 am to 3.00 pm on any working day except 2nd & 4th Saturday and holiday).

Terms and Conditions:-

- i. Purity of the silver should be hallmarked as 999 purity on each coin with weight and purity certificate.
- ii. Delivery period -10- days from the date of placing the order.
- iii. Bank reserves the right to inspect the material during the process of manufacturing.
- iv. For cost of the SILVER, rate of silver will be considered as per the previous day rate published in **The Economic Times** of the day of purchase order placed.
- v. Payment will be made within -7- working days on delivery of the Mementos, upon submission of the bill. No request for advance payment will be entertained.
- vi. The shortlisted supplier will have to submit undertaking that the coins to be supplied are of the desired quality, purity, weight and size. Deviation from the same will make liable the supplier for any action decided by the Bank. Delay in supply may result in penalty as decided by the Bank.
- vii. Bank may accept or reject any tender without assigning any reason. Bank's decision in this connection shall be final and conclusive and no claims/ dispute from any quarter in this regard will be entertained.
- viii. Suppliers/Manufacturers should have experience in supplying SILVER MEMENTOS. Experience means having supplied or executed similar works during last five years.

The tender document should be in a sealed cover super scribed "**Tender for Silver Mementoes**" with the following details should reach us by 03.00 PM on or before 18.12.2023 and Technical bids will be opened on 19.12.2023 at 03.30 PM.

The tender should contain the following particulars:

1. Making charges, if any
2. Cost of suitable Velvet Box
3. Charges for engraving and hallmarking and certification
4. GST number
5. Total cost per Silver Mementoes inclusive of packing and delivery charges.
6. Experience in this field.

Interested parties may contact our Office at the following address between 10.00 am to 3.00 pm to inspect the sample. Acceptance of any or more tender (s) will be at absolute discretion of the Bank. Bank reserves the rights to reject any or all the tenders without assigning any reason.

The sealed offers in two bid system i.e. "**TECHNICAL BID**" containing details about the firm/company as per **Annexure-I** with necessary supporting documents and "**FINANCIAL BID**" as per **Annexure-II(a), Annexure-II(b) & Annexure-II(c)** containing only details about the rates to be submitted to :

The General Manager
Baroda U.P. Bank
Head Office
Buddh Vihar Commercial Scheme
Taramandal, Gorakhpur(UP) - 273016

in two separate envelopes - one for **technical bid** and another for **financial bids** (both envelopes should be kept in another envelope).

Tender document to reach our office on or before 18.12.2023 by 03.00 PM. The envelopes should be super scribed - **Tender for Silver Mementoes (1) Technical bid. (2) Financial bid** (Silver Mementoes). Financial Bids of only those bidders will be opened who qualify in the Technical Bid. Date of opening of Financial Bids will be communicated to the bidders who will qualify the technical bid in due course.

Incomplete tenders shall not be considered. Tenders received after the above time and date shall be liable for rejection. The bank reserves its right to reject all or any tenders without assigning any reasons thereof at any stage. In case of any holiday/strike or any kind of Bandh coincides with the last date of submission, same will automatically shift to the next working day with same time of tender opening for which bidders/representatives of bidders may be present. No separate communication will be sent to the bidders while opening technical bid.

Sd/-

The General Manager
Baroda U.P. Bank
Head Office
Buddh Vihar Commercial Scheme
Taramandal, Gorakhpur(UP) - 273016

Date: 07.11.2022

Technical Bid
**Tender for supply of Silver Mementoes in Baroda U.P. Bank, Head Office,
Gorakhpur**

1	Name of the Organization/Firm/Vendor	
2	Address with Phone No., e-mail	
3	Year of establishment	
4	Status of Firm (Company/Firm/Proprietary)	
5	Name of Directors/ Partners/ Proprietor	
6	Whether registered with Registrar of companies/ Registrar of Firms - if so, mention number, date & copy of Registration certificate etc. ((enclose respective documentary proof))	
7	GST Registration No. (enclose respective documentary proof)	
8	PAN No. (enclose respective documentary proof)	
9	Whether on the approved panel of any Govt. Dept/ PSU/ Banks, if any (enclose respective documentary proof)	
10	Whether ISO certified. If yes, furnish the details & copy thereof.	
11	Details of similar works executed (Attach documentary proof)	
12	Details of Year Turn Over (Amt. In lac) ((enclose respective documentary proof))	
	2021-22	
	2020-21	
	2019-20	
13	Any other relevant information along with documentary proof	

I have duly read the terms and conditions of this tender and undertake to abide by all the terms and conditions thereof.

I/We confirm that to the best of my/our knowledge this information is correct and understand that any deliberate concealment will amount to disqualification at any stage.

Place:

Date:

(Seal and Signature of Bidder)

Proforma -1

List of similar Works Executed by the Dealer / Bidder during Last -5- Years (As On 31.03.2023)

Sl. No.	Nature of Work	Name & full postal address of the Govt. Dept/ PSU/ Banks Specify Contract Amount (Rs.)	Stipulated time/Period of completion (Months)	Actual time of completion (Months)	Any other relevant information Actual amount of the project, if increased , give reasons	Enclose clients certificate for satisfactory completion

Place:

Date:

(Seal and Signature of Bidder)

Other Terms & Conditions:

1. Tender should be submitted in a sealed envelope.
2. The Manufacturing of the Silver Mementoes will be as per specification provided by the bank.
3. Sample of Silver Mementoes for design, packing & engraving may be seen at our office between 10.00 am to 3.00 pm on any working day from 08.11.2023 to 29.11.2023 except 2nd & 4th Saturday and holiday. Delivery of Silver Mementoes at our Head Office should be made strictly within 10 days of the order.
4. In case of delay in supply of order within stipulated 10 days, penalty of Rs.10, 000/- (Rupees Ten thousand only) per week shall be charged and adjusted from the final bill.
5. The EMD for tender is Rs.10000/-, which should be submitted through Demand Draft in favour of Baroda U.P. Bank, Head Office, Gorakhpur, payable at Gorakhpur, which shall be refunded without any interest thereon, to the unsuccessful bidders/tenderers, after completion of tender process.
6. In case of L-1, the EMD as mentioned above shall be treated as caution money. In case of back out of L-1 tenderer, Caution Money amount shall be forfeited otherwise it may be paid with final bill.
7. The supplier of Silver Mementoes should be authorized dealer in Silver with valid licenses. The supplier shall provide certificate of weight and 999 purity, with regard to Silver Mementos i.e., each coin.
8. Average turnover of the last three years of tendering firm should not be less than Rs.80 Lakhs.
9. The price of silver will be determined as per previous day closing, silver price published in **The Economic Times** on the day of placing order.
10. The supplier shall provide certificate of 999 purity with regard to Silver Mementoes supplied to the Bank.
11. The full and final payment will be made after supplying of full delivery and subsequent examination of mementoes and production of bill.
12. Tender should be submitted in prescribed fully filled as per the attached Performa.
13. Tender will be opened on date 19.12.2023 at 3.30 PM.
14. All the vendors are required to provide PAN and GST allotted to them by the respective authorities.
15. The rates should be inclusive of all taxes & charges.
16. Bank reserves the right to reject any or all tenders without assigning any reason.
17. L-1 will be decided taking making, velvet box, engraving charge and delivery charges of Silver Memento.
18. For any further clarifications, please contact on Mob : 9026402750
19. In case of any discrepancy in the weight and purity, the Bank shall reserve its right to take suitable legal action against the firm.
20. The L-1 will be decided by costing of other than Silver cost & Taxes as these are same for all bidders.

INSTRUCTIONS TO TENDERERS

1. All pages of the tender document to be initialed and stamped. All pages of tender Documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.
2. **Rates to be in figures and words:** The Tenderer should quote in English both in figures as well as in words, the rate and amount tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals should be given of all items both in figures and in words. The tendered amount for the work should be entered in the tender and duly signed by the Tenderer.
3. **Corrections and Erasures:** No corrections and alterations in the entries of tender papers shall be permitted. If any they should be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted. The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender and shall be signed in /his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf should be annexed with the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

Signature of Tenderer

Address

Date:

DECLARATION (Declaration to be given preferably on Letter Head)

**The General Manager
Baroda U.P. Bank
Head Office
Buddh Vihar Commercial Scheme
Taramandal, Gorakhpur(UP) - 273016**

Dear Sir,

1. I / We, hereby submit the quotation in the prescribed proforma and understand that if any information is found to be false at a later date, contract made between tenderer and Baroda U.P. Bank, may be treated as invalid at discretion of bank.
2. I / We agree that the decision of Baroda U.P. Bank in selection of tenders will be final and binding on me / us.
3. All the information furnished in the attached forms are correct to the best of my / our knowledge.
4. Bank shall have the authority to verify all the information provided by me / us.
5. All supporting documents shall be provided by us as and when desired by the bank to prove authenticity of the information furnished.

Place:

Signature:

Date:

Name & Designation:

Firm/Vendor/Organization:

FINANCIAL BID
For supply of Silver Mementoes in Baroda U.P. Bank, Head Office, Gorakhpur

Name of the Organization	
Address (with phone numbers)	
Year of Establishment	
Status of Firm (Company/ Firm/ Proprietary)	

Description	Rate/piece	Total Price per piece (in Rs.)
Specifications for Cost of each memento (coin) for Total Qty : 345 a. Weight- 100 gram b. Diameter- 2.5” c. Purity- 99% with engraving on memento & kept in a boxas per specification	As per previous day closing, Silver price published in The Economic Times on the day of placing order. Please mention indicative rate as per the description for 100 grams. For closing date.....	
Making charge		
Velvet Box charge with Bank's name & Logo		
Engraving, hallmarking and certificate charges		
Delivery charge		
GST etc.,	(please mention separately)	
Grand Total (in Rs.)		
Grand Total (Rs.) in words:		

NOTE: Rates should be inclusive of all taxes, charges etc.

I have duly read the terms and conditions of this tender and abide by all the terms and conditions thereof.

Place:
Date:

(Seal and Signature of Tenderer)

Firm/Vendor/Organization:

FINANCIAL BID
For supply of Silver Mementoes in Baroda U.P. Bank, Head Office, Gorakhpur

Name of the Organization	
Address (with phone numbers)	
Year of Establishment	
Status of Firm (Company/ Firm/ Proprietary)	

Description	Rate/piece	Total Price per piece (in Rs.)
Specifications for Cost of each memento (coin) for Total Qty : 06 a. Weight- 50 gram b. Diameter- 2.0” c. Purity- 99% with engraving on memento & kept in a box as per specification	As per previous day closing, Silver price published in The Economic Times on the day of placing order. Please mention indicative rate as per the description for 50 grams. For closing date.....	
Making charge		
Velvet Box charge with Bank's name & Logo		
Engraving, hallmarking and certificate charges		
Delivery charge		
GST/VAT/etc.,	(please mention separately)	
Grand Total (in Rs.)		
Grand Total (Rs.) in words:		

NOTE: Rates should be inclusive of all taxes, charges etc.

I have duly read the terms and conditions of this tender and abide by all the terms and conditions thereof.

Place:
Date:

(Seal and Signature of Tenderer)

PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____,

Between

Baroda UP Bank, a body corporate constituted under the RRB Act, 1976 having its Head Office at Buddh Vihar Commercial Scheme, Taramandal, Gorakhpur – 273016 (U.P. India) hereinafter referred to as Baroda UP Bank (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns)

And

.....hereinafter referred to as "The Bidder"

Preamble

Baroda UP Bank is one of the Regional Rural Bank having its presence through its 1983 of branches and 34 administrative offices throughout Uttar Pradesh. Baroda UP Bank is committed to fair and transparent procedure in appointing of its outsource service providers. The Baroda UP Bank intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The Baroda UP Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the Baroda UP Bank will appoint Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of Baroda UP Bank

- 1) The Baroda UP Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a. No employee of the Baroda UP Bank , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The Baroda UP Bank will, during the tender process treat all Bidder(s) with equity and reason. The Baroda UP Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Baroda UP Bank will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the Baroda UP Bank obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Baroda UP Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, Promise or give to any of the Baroda UP Bank's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind

- whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Baroda UP Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Baroda UP Bank is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force

Section 4 - Compensation for Damages

- 1) If the Baroda UP Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Baroda UP Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Baroda UP Bank has terminated the contract according to Section 3, or if the Baroda UP Bank is entitled to terminate the contract according to Section the Baroda UP Bank shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The Baroda UP Bank will enter into agreements with identical conditions as this one with all Bidders.
- 3) The Baroda UP Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating

Bidder(s)/Subcontractor(s)

If the Baroda UP Bank obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor which constitutes corruption, or if the Baroda UP Bank has substantive suspicion in this regard, the Baroda UP Bank will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Baroda UP Bank has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Ram Krishna Chaudhary (email id: chaudharyrk559@yahoo.co.in) and Shri Sanjiv Sharma (email id: aicpa.sanjiv@yahoo.com & sanjiv0410@gmail.com) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Baroda UP Bank including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform Baroda UP Bank and recuse himself / herself from that case.
- 5) The Baroda UP Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Baroda UP Bank and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Baroda UP Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Baroda UP Bank officials within 15 days from the date of reference or intimation to him by the Baroda UP Bank and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Baroda UP Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Baroda UP Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Baroda UP Bank .

Section 11 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Baroda UP Bank, i.e. Gorakhpur.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Baroda UP Bank) (For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place _____-Date_

Witness1:

(Name & Address)

Witness2:

(Name & Address)
