

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का HONOURS YOUR TRUST

NIT No. 05 /2016-17

20/10/2016

NOTICE INVITING TENDER FOR PRINTING OF 6000 COPIES OF CIRCULARS

UCO BANK invites Tenders from existing empanelled printers for printing rates for printing of 6000 copies of circular. The printer has to print the circular within 24 hours to 48 hours time.

The Printer has to deliver printed copies of circulars in the following manner:

- | | |
|--------------------------------|-------------|
| 1. Central Store: | 5650 copies |
| 2. Concerned Department: | 30 copies |
| 3. Inward Mail Section: | 300 copies |
| 4. Printing & Stationery Dept: | 20 copies |

Please quote your lowest rates for printing of 6000 copies of a circular in English, and in Hindi as per the specimen available in our office at 2, India Exchange Place, Kolkata-1. The order has to be executed and supplied strictly within 24 hours to 48 hours time.

Terms & Conditions:

1. The lowest rate will be approved by the Bank. The approved L-1 rate will be offered to only L-1 Bidder.
2. The approved rate will be valid for 3 year.
3. Delivery of the printed Circulars to be done as mentioned above. No delay under any circumstances will be excused. Bank will be at liberty to take any action for the delay and will impose any one or all of the forfeiting of Security deposit, penalty of 10% of the cost printing.
4. Printer will have to be in touch and keep coordination with concerned department of the Bank issuing the circular for approval of proof copies, for final printing.
5. In order to maintain the get up of the circular, all the circulars should be printed in 10 point standard type only, keeping in view the neatness in printing.

Your quotation should reach us on or before 10/01/2017 by 4.00 p.m. in sealed cover super scribing '**Quotation for Rates of printing of Circulars**' addressed to Chief Manager , at the following Address

**UCO BANK,
HEAD OFFICE,
Printing & Stationery Department, 2, India Exchange Place, Kolkata. 1**

NOTE:

YOUR QUOTATION SHOULD INCLUSIVE OF ALL TAXES if any and delivery to different four places as mentioned above.

Tender will be opened at 12.30 p.m. on 13/01/2017

Bank reserves the right to accept / reject any or all offers without assigning any reason and without any cost or compensation therefor.

Senior Manager
Ptg. & Sty. Dept.
Head Office

Chief Manager
Ptg. & Sty. Dept
Head Office

GENERAL TERMS & CONDITIONS

- i) UCO Bank, having its Head Office at No. 10 B.T.M. Sarani, Kolkata and a office amongst other places at 2, India Exchange Place, Kolkata-1 (hereinafter called "Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns).
- ii) Bidder/Supplier/Tenderer/Contractor/printer/Service provider as the case may be, shall mean hereinafter referred to as "selected bidder/vendor/service provider".
- iii) "Printing"/"Work"/ supply of material shall mean the work or works to be done under this contract, as detailed in the Scope of Work.
- iv) "Price Bid" shall mean the Commercial Bid duly priced and submitted in separate cover, with subsequent authorized and approved modifications, if any.
- v) Banks General Documents" shall mean the stationery items of the Bank for the printing of which this tender is floated under this contract.

1. SCOPE OF WORK: The work is for Printing of 6000 copies of circular and its delivery to the four departments as mentioned above.

2. PRICE

The total price per item shall be quoted in the Financial Bid.

i) The prices quoted shall be deemed to include all taxes and duties, local levies packing, Transportation to Central Store, Kolkata, handling, transit insurance premium and clearing charges etc.

If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.

ii) Price should not be subject to fluctuation of the rupee against foreign currencies or for any other reason(s). The price shall remain firm throughout the period of this contract.

iii) In case there is a change in the Government norms, taxes etc before supply or presentation of invoices to the Bank, whichever is later, the same shall be borne by the printer

IV) Price quoted shall remain firm for acceptance for 90 days from the last date for submission of filled in tenders.

3. DELIVERY

i. On acceptance of tender, Bank shall issue a Letter of Intent (LOI) to the successful bidder and the bidder shall accept the same within a day of the date of receipt of LOI.

ii. Work order will be placed by the Bank, only after the successful bidder accepts LOI.

Time is the essence of this contract. The work of entire lot as instructed by Bank shall be completed within stipulated period as per work order from the date of receipt of work order/final approval of the proof by the concerned Department of Bank.

III. In case the printer fails to supply the item under stipulated period of work order the Bank shall be at liberty to cancel the work order and besides de-listing the printer from the empanelled list and also denying any future empanelment in the Bank.

IV. If the printer fails to deliver the items and in the event of such cancellation, the Security Deposit/EMD of the printer shall stand forfeited and the printer shall not be entitled to any cost or compensation therefor but the printer shall continue to carry out all his obligations under this contract, including warranty in respect of the printed material that may have already been supplied before cancellation

V. If the Bank, at its sole discretion, decides to accept the delayed supply of any lot of items, liquidated damages will be charged on the vendor/selected bidder for such amount as deem fit by the bank.

The amount of damages so calculated shall be deducted at the time of making any payment after successful completion of supply of the items and the cost of transportation and other cost thereon shall be borne by the printer.

VI. The decision of the Bank in regard to cancellation of the supply order, levy of liquidated damages performance guarantee shall be invoked (in case performance guarantee is taken) and or forfeiting the Security Deposit kept with Bank while empanelment, shall be final and binding on the vendor/selected bidder.

VII. In case of delivery of required items, where Road Permit is required for transportation of goods, it is the responsibility of printer to procure the same by making all arrangements required well in advance. However, Bank will provide any letter, if required by the printers for getting the permits. The Bank shall not be responsible for any delay on this account nor will any additional time be allowed for completion of supply.

4. WARRANTY

I. The printing items are under supplier's comprehensive warranty for a period of one year from the date of satisfactory supply.

II. During the warranty period the supplier shall, at his own cost, replace any defective supplied items free of cost to the Bank.

III. Any defect or shortfall of the items will be intimated to the printer by the Bank and Printer shall rectify the defect or make good the short fall within 7 days of such reporting.

IV. If the supplied items cannot be made serviceable within the period stated above, the printer shall replace the items, free of cost. Transportation and other costs in this regard, if any, shall be borne by the supplier.

V. Failure to attend the complaints within 7 days will attract penalty of Rs. 1000/- for each day's delay. The penalty shall be recovered from the supplier's bills or from his Security Deposit.

5. PAYMENT

I. The Bank will not pay any advance for printing of Circulars. The bills and invoices shall be prepared by the printer and submitted to Head Office, after satisfactory delivery of printed items. Invoice amount will be paid by the bank within 30 days from the date of submission of the bill, subject to compliance of the following:

a) Satisfactory quality & supply of the printed material as per the specification, general terms and conditions of the tender.

b) Produce relevant documents pertaining to the delivery of the items.

c) Various parameters set out by the Bank and duly committed by the printer, while participating in the tender process, must be complied with. If the supplied items do not conform to the specifications as per the requirement, the order stands automatically cancelled and the printer shall not be entitled for any payment and the supplied items shall be taken back at the cost, risk etc. of the printer. Further in such an event the security deposit furnished by the printer while empanelment shall be forfeited.

d) Tax deduction at source (TDS/STDS) as per relevant provisions of Finance Act from time to time.

6. INSURANCE AND RISKS:

The Printer shall arrange Insurance cover for all printing items of the bank to be handover for printing purpose by the bank for all the risks (fire, burglary, natural calamities such as earth quake, flood etc) including transit risk. The Insurance shall be for an amount equal to 110% of the CIF value of the goods delivered.

7. FINALITY & CONCLUSIVENESS:

The decision of the Bank shall be final and binding on the vendor/selected bidder without any demur, as to whether the vendor/selected bidder has committed any breach and /or default with regard to his contractual obligations and the Bank will be at liberty to enforce these conditions/rights

8. TERMINATION

(I) The Bank at its option without prejudice to its rights under the Contract is entitled to terminate the Contract at any time by giving 07 days' written notice to the Contractor in the following circumstance:

- a. in case the Bidder does not comply with any of his obligations/undertakings under this Contract;
- b. if the design, specifications defined by the bank for printing purpose and the Bidder do not conform to the approved technical specifications and other requirements specified in this contract or agreed to by the bidder. "
- c. if the Bidder refrains from implementing any of the instructions received from the Bank within the stipulation of this Contract;
- d. in case of any breach of the terms and conditions of this contract by the printer.

(II) If the Printer/supplier becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for its business or any assets thereof, compounded with its Creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Printer or to the Receiver or Liquidator or to any person in whom the Contract may become vested or give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing guarantee for amount to be specified by the Bank.

(III) In the event of such termination, the Security Deposit of the printer and /or the Bank Guarantee shall stand forfeited without prejudice to other rights available to the Bank under the law for time in force and the Bank shall have the right to terminate printer deny any future empanelment.

IV) Termination of contract at Bank's convenience: Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior notice of 30 days to the selected bidder/vendor without assigning any reason and without cost or compensation therefore.

9. ASSIGNMENT

The whole work included in the contract shall be executed by the tenderer and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

10. INDEMNITY

The selected bidder/vendor should be advised to execute a letter of indemnity in favour of Bank to indemnify and save the Bank from any loss of damage arising out of the acts of omission or commission of the selected bidder/vendor and /or their agent.

11. INSPECTION

The Bank reserves the right to get the printing press inspected by its own technical personnel and / or by any other organization / persons engaged for the purpose and the printer shall have no objection and shall cooperate and provide necessary details/information required for such inspection.

12. SETTLEMENT OF DISPUTES

I. Should any dispute or difference of any kind whatsoever arise between the Bank and the printer in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

II. If after 15 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the Bank or the printer may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.

III. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

IV. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Printer. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.

V. Arbitration proceedings shall be held at Kolkata and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English or Hindi.

VI. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation,

Presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- VII. Notwithstanding any reference to arbitration herein,
- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the printer any monies due to the printer unless the dispute is relating to such payment.

13. WAIVER:

Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original intent.

14. STATUTORY AND OTHER REGULATIONS:

The Printer/supplier shall comply with all the statutory obligations of the Government of India / State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Printer.

15. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Kolkata, West Bengal State.

16. JURISDICTION:

This agreement shall be subject to the jurisdiction of the Courts in Kolkata, West Bengal.

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Annexure-I

(On letter Head of the Printer)

Date:

PRICE BID

The Chief Manager,
UCO BANK,
Ptg.& Sty. Dept.
2,India Exchange Place
Kolkata,1

Dear Sir,

We quote our lowest rates as below in terms of your tender no. 05/2016-17 dated 20/10/2016. The rates quoted are inclusive of all taxes ,VAT, octroi, delivery charges to destinations specified in tender .

Particulars of items to be printed	Rate per 1000 copies per page
Printing of 6000 copies of Circular	Rs.....per 1000 copies

Signature of the printer with Seal