

HO/PTG&STY/TENDER/17/2014-15

14.10.2015

**NOTICE INVITING TENDER FOR PURCHASE OF PAPER FROM EMPANELLED PAPER SUPPLIER, OF ABOUT 3120 REAM AS SPECIFIED IN PRICE BID.**

1. UCO BANK invites Tenders from empanelled paper supplier for supply of different types of paper on urgent basis of about 6500 Reams, as given below.

Type of paper	Size	Quantity required	Manufacturing Mill
White Mapliho 10.4 Kg	49x69	1000 Ream	HPC / MB/Emami
Ledger D/F/C-12.2 kg	43x69	2000 Ream	MB/Emami
Ledger D/F/C-10.4 Kg	43x69	2000 Ream	MB/Emami
Cream Wove D/Demy 13.8 Kg	56x91	1000 Ream	HPC/MB/Emami
Cream Wove – D/F/C 8 Kg.	43x69	500 Ream	HPC/MB/Emami

**2. Purchase of General Printing paper(Particulars of paper is given in Annexure-I)**

Bank requires General printing papers, tender is being floated for spot rate and lowest bidder rate ( L-1) will be offered to L-1 to L-3 bidder for the supply of the require quantity of paper , **in the proportion of 50:30:20.**

Please quote your lowest rates per REAM/GROSS for the following general printing papers/board strictly as per the specifications mentioned in the Price Bid ( Annexure-I).Your Price Bid should be submitted in sealed cover super scribing 'Price Bid – Quotation for General Printing paper/board'

Your quotation should include cost of paper,Taxes,VAT, Delivery charges etc. Paper will be delivered to our store located at Lal Bazar, Kolkata/ Printers at Kolkata.

The authorized dealer/distributers should specify the name of the paper mill with the type of paper they are quoting for in their Price Bid.

Deputy Gen. Manager,  
UCO BANK,  
Printing and Stationery Department,  
18, N.S. Road  
Kolkata,700 001

**TERMS AND CONDITIONS:**

1. Your tender bids should be deposited with us in our Printing and Stationery Department, N.S. Road Kolkata , in a sealed cover subscribed as "**BID FOR SUPPLY OF GENERAL PRINTING PAPER/ BOARD**" at the address given above, on or before **17.11.2015 before 2.00 pm**

2. Tenders will be opened on 17.11.2015 at 4.00 pm at the same venue, where you may remain present, if so desired.
3. Bank reserve the right to accept or reject any or all quotation(s) at its sole discretion without any prior notice or assigning any reason to the bidder in case of any deficiency/ discrepancy found in his bid. The bank's decision will be final in this regards.
4. L1 /L2/L3 will be selected out of Bids received.
5. Paper Supplier will have to maintain Security Deposit of Rs. 100000/= (Rs. One lakh only).)
6. The suppliers will have to execute orders placed by this department immediately but maximum within 10 days because of urgency, from the date of placement of order failing which penalty will be imposed as deem fit by Bank or purchase order will be cancelled and the same will be offered to other / L-2 bidder.
7. EMD amount will be forfeited in the event of L1 bidder backing out.
8. Sample copies of all the types of paper for which you are to submit quotations, should be submitted with price Bids and when bank floated the tender for spot rate. In case inferior quality /damaged paper is delivered in response to our orders, which is not in conformity with the sample provided with tender, the vender will be liable to replace the paper at their cost. Otherwise value of such quantity will be recovered from the supplier/s
9. Paper supplier will supply the paper as per requirement of the Bank in piecemeal as per requirement of the Bank .
- 10. Bank reserves the right to accept / reject any or all offers without assigning any reason.**

11. For any query please contact

Chief Manager,  
UCO BANK, HEAD OFFICE,  
18,N.S ROAD,KOLKATA- 700 001  
Ph.no           033-2231-9041,           Mobbile           -8902675915/  
hoptgsty.calcutta@ucobank.co.in

### **OTHER GENERAL TERMS & CONDITIONS**

- i) "UCO Bank" or "Bank" or "Purchaser": The term shall denote UCO Bank with its Head Office at 10, B.T.M. Sarani, Kolkata-700001 and any of its employees/ representative authorized on its behalf.
- ii) "Tenderer"/"Bidder"/"Printer"/"Printer": The term shall mean \_\_\_\_\_ (Name & address of the tenderer) and their heirs, legal representatives, assigns and successors.
- iii) "Work" 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.

**1. SCOPE OF WORK:** The work is for supply of (non-security) general printing Paper/Board of about 6000 Reams as required under the contract.

#### **2. PRICE**

The total price per Ream 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 our Central store/ Local Printer 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 supplier.

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 issue of LOI.

II. Firm supply order will be placed by the Bank, only after the successful bidder accepts LOI.

Time is the essence of this contract. The supply of entire lot as instructed by Bank shall be completed within stipulated period from the date of issue of confirmed supply order/final approval of the proof by the Bank.

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

IV. If the supplier fails to supply the paper and in the event of such cancellation, the Security Deposit of the printer shall stand forfeited and the supplier shall not be entitled to any compensation but the supplier shall continue to carry out all his obligations under this contract, including warranty in respect of the paper 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 paper items, liquidated damages will be charged to the printer 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 printing items and the cost of transportation and other cost thereon shall be borne by the supplier.

VI. The decision of the Bank in regard to cancellation of the supply Order, levy of liquidated damages and forfeiting the Security Deposit shall be final.

VII. In case of delivery of paper items, where Road Permit is required for transportation of goods, it is the responsibility of supplier to procure the same by making all arrangements required well in advance. However, Bank will provide a letter, if required by the supplier 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 paper supplied are under supplier's comprehensive all inclusive 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 paper items free of cost to the Bank.

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

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 supply of papers items. The bills and invoices shall be prepared by the supplier and submitted to Head Office, after satisfactory delivery of paper. 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 printing paper as per the specification, general terms and conditions of the tender.

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

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

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

## **7. ENFORCEABILITY:**

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of paper supplier will be accepted by the paper supplier without any demur 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 specifications defined by the bank for paper 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 supplier.

(II) If the Paper 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 the Bank Guarantee shall stand forfeited and the Bank shall have the right to terminate supplier deny any future empanelment.

## **9. ASSIGNMENT**

The whole work awarded/offered 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.

## **11. INSPECTION**

The Bank reserves the right to get the suppliers store /Godown inspected by its own technical personnel and / or by any other organization / persons engaged for the purpose and the supplier shall have no objection and shall cooperate and provide necessary details/information required for such inspection to confirm the authorised dealership/distributorship of the Mill.

## **12. SETTLEMENT OF DISPUTES**

I. Should any dispute or difference of any kind whatsoever arise between the Bank and the supplier 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 purchaser or the supplier 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 supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to arrive at a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment shall be final and binding on the parties.

V. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator.

VI. Arbitration proceedings shall be held at Kolkata Pin Code-700001 India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English or Hindi.

VII. 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.

VIII. 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 purchaser shall pay the supplier monies due to the supplier 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 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.

## ANNEXURE-I

### (PRICE BID)

The Deputy Gen. Manager,  
UCO BANK,  
General Administration Department,  
18, N.S. Road,  
Kolkata, 1

Dear Sir,

We quote our lowest rates as below in terms of your tender no.17/2015-16 dated 14/10/2015. The rates quoted are inclusive of all taxes, VAT, octroi, delivery charges to destination to your central store Kolkata -1/Local Printers.

#### **PARTICULARS/ SPECIFICATION OF PAPERS PROPOSED TO PURCHASE UNDER THE TENDER**

:

Type of paper	Size	Manufacturing Mill	Price per Ream
White Mapliho 10.4 Kg	49x69	HPC / MB/Emami	
Ledger D/F/C-12.2 kg	43x69	MB/Emami	
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Cream Wove D/Demy 13.8 Kg	56x91	HPC/MB/Emami	
Cream Wove – D/F/C 8 Kg.	43x69	HPC/MB/Emami	

Signature of the Supplier with Seal