

CO/AHM/Tender/GAD/2015-16/3

03.08.2015

Tender for the rates of Non-Security Items(29 items) for empanelled Non-security Printers of Circle Office, Ahmedabad.

UCO Bank Circle Office, Ahmedabad invites Applications from our bank's empanelled Non-security printers involved in printing of Non-security stationery items for the general use of Bank, in Tender process for printing of our bank's non-security items (29 items).

Please quote your lowest printing rates for the items mentioned in price bid with paper for each items inclusive of all taxes and delivery to our Circle Office, Ahmedabad. Items are as per the specimen available in our office at 7th floor, Circle Office, UCO Bhavan, Sanyas Ashram, Ashram Road, Ahmedabad. The order has to be executed and supplied strictly as per the norms mentioned in sr. no.3 under Terms and conditions.

Terms & Conditions:

1. Bank will select L1 bidder for each item whose rate will be lower than among all other printers and order them(L1 bidder for each item) for printing of non-security item at the rate quoted by them.
2. The approved rate will be valid for 1 year and will be reviewed after every year.

All our empanelled Non-Security Printers are advised to participate in this Tender process for printing of Non-security items (29 items) of our bank. The details of the process are as under.

Start date of Tender process:- 03/08/2015

Close date of Tender process:- 12/08/2015 at 3.00 PM

Tender open date:-12/08/2015 at 4.00 PM

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

Please note the rates including cost of papers should be below or not more than the maximum rate enclosed in Annexure-I at column no. 5. Maximum time for printing of the above 29 non-security items will be two weeks otherwise penalty will be raised by bank.

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UCO Bank, Circle Office, UCO Bhavan, Near Sanyas Ashram, Ashram Road, Ahmedabad 380009

Phone: 079-26577804 Fax: 079-26577803 E-mail: fgmoffice.ahmedabad@ucobank.co.in

Method of Submission :

The Tender Application with rates of the above 29 Non-Security items shall be in sealed cover super scribing '**Quotation for Rates of printing of Non-Security Items (29 Items)**' and shall show name and address of the Applicant and will be submitted to the address given in below so as to reach on or before date specified there in.

UCO BANK,7th Floor, Circle Office,UCO Bhawan
GAD Department, Nr Sanyas Ashram
Ashram Road,Ahmedabad,380009
Ph.no.079-40176913,Mobille—8511736332
fgmoffice.ahmedabad@ucobank.co.in

Note: YOUR QUOTATION SHOULD INCLUSIVE OF ALL TAXES if any and delivery to our Circle Office, Ahmedabad.

Circle Head,
Circle Office, Ahmedabad

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GENERAL TERMS & CONDITIONS

1.

- i) "UCO Bank" or "Bank" or "Purchaser": The term shall denote UCO Bank with its Circle Office at 7th floor, Circle Office, UCO Bhavan, Sanyas Ashram, Ashram Road, Ahmedabad 38009 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) "Printing"/"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.
- v) Banks General Documents" shall mean the stationery items of the Bank for the printing of which this tender is floated under this contract.

2. SCOPE OF WORK:

The work is for printing Non-security items of the Bank for Circle Office, Printing and Stationery Department, Ahmedabad.

3. PRICE

The total price shall be as quoted in the Financial Bid.

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

Tender for printing of Non-security items (29 items) of the Bank to UCO Bank Circle Office, Ahmedabad, if any. 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.

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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.

6. 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 one week of the date of issue of LOI.

II. Order will be placed by the Bank, only after the successful bidder accepts LOI and enter into the Agreement as per Bank's format.(enclosed as Annexure- I)

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

III. In case the printer fails to printing the stationery item under stipulated period of work order the Bank shall be at liberty to cancel the 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 printing items and in the event of such cancellation, the Security Deposit of the printer shall stand forfeited and the printer shall not be entitled to any compensation 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 printing items, liquidated damages will be charged to the printer as Bank deem fit.

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 printer.

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

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VII. In case of delivery of printing 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.

7. WARRANTY

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

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

III. Any defect or shortfall of the printed material 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 printing items cannot be made serviceable within the period stated above, the printer shall replace the printing items, free of cost. Transportation and other costs in this regard, if any, shall be borne by the Printer.

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 printer's bills or from his Performance Guarantee.

8. PAYMENT

I. The Bank will not pay any advance for printing items. The bills and invoices shall be prepared by the printer and submitted to Circle Office, Ahmedabad after satisfactory delivery of printed material. 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 items as per the parameters mentioned in the Technical bid, general terms and conditions of the tender.

b) Produce relevant documents pertaining to the delivery of the printing 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 printing items do not conform to the specifications as per technical bids, the order stands automatically cancelled and the printer shall not be

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entitled for any payment and the printing items shall be taken back at the cost, risk etc. of the printer. Further in such an event the EMD furnished by the printer while participating in the tender process shall be forfeited.

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

9. 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.

10. ENFORCEABILITY:

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of printer will be accepted by the printer without any demur and the Bank will be at liberty to enforce these conditions/rights.

11. 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 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

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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 printer deny any future empanelment.

12. ASSIGNMENT

The whole work included in the contract shall be executed by the renderer 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.

13. INDEMNITY

The printer will indemnify to protect and save Bank against all claims, losses, costs, damages, expenses, action suits and other proceeding resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements in respect of all Pass Books supplied to the Bank.

14. 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.

15. 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 purchaser 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.

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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. 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 printer any monies due to the printer unless the dispute is relating to such payment.

16. 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

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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.

17. STATUTORY AND OTHER REGULATIONS:

The Printer 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.

18. 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 Ahmedabad, Gujarat State

19. JURISDICTION:

This agreement shall be subject to the jurisdiction of the Courts in Ahmedabad, Gujarat State

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ANNEXURE- I

FORMAT OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 2014 BETWEEN, **UCO BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended by the Banking Laws (Amendment) Act, 1985 and having its Circle Office at 7th floor, UCO Bhavan, Sanyas Ashram, Ashram Road, Ahmedabad 38009 represented by its duly constituted attorney Sri....., **Chief Manager**, hereinafter referred to as "BANK", which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees, on the one part

AND

(Name of the printer), a company registered under Companies Act, 1956/Partnership Firm/Proprietorship Firm having its registered office at represented by its Director/Partner/Proprietor Sri hereinafter referred to as the' **PRINTER/BIDDER or TENDERER**' on the other part; WHEREAS the Bank having agreed to place order for printing and supply of Bank stationery items to Circle Office, Ahmedabad, Printing and Stationery Department with the printers who agree to print the said items as per the specimen and the specifications and the terms and conditions finalized between the printer and the Bank, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents are not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

2.1. Notice Inviting Tenders

2.2. General Information and Instructions for the Guidance of Tenderers.

2.3. The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.

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2.4. General Terms & Conditions of Tender/Contract and clauses of contract along with Annexure thereto.

2.5. Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.

2.6. Minutes of pre-bid meeting, if any.

2.7. The details submitted in technical bid, design, and such other documents 2.8.

Commercial Bid: Tender for printing of Bank's Non-security items (29 items) to UCO Bank, Circle Office, Ahmedabad, Printing and Stationery Department (GAD)

In consideration of the payments to be made by the Bank to the tenderer, the tenderer hereby covenants and agrees with the Bank to complete the work in conformity with and subject to all Terms and Conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement. In witness where of the parties hereto have hereunto set their respective hands and seals the day and year first above written. Signed, sealed and delivered by the said tenderer, _____ to UCO Bank _____ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address) :-----.....-----

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ANNEXURE-II**Date:****PRICE BID**

The Assistant General Manager,
UCO BANK, Circle Office,
General Administration Department,
7th floor, Sanyas Ashram, Ashram Road,
Ahmedabad 380009

Dear Sir,

We quote our lowest rates as below. The rates quoted are inclusive of all taxes ,VAT, octroi, delivery charges to destination at your Stores in Circle Office, Ahmedabad

S. No.	Non-Security Items	Type/Size of Paper Required	Rates for	Maximum rates for bidding including cost of papers	Rate quoted by printer for printing including cost of papers
(1)	(2)	(3)	(4)	(5)	(6)
1	A-5 Letter of Partnership-pad of 100 pages	Ledger D/Med 21.3 kg	per 1000 pad	21720	
2	A9-form of 8 pages	Ledger D/FC 12.2 kg	per 1000 pcs	2064	
3	A109-form of 7 pages	Ledger D/FC 12.2 kg	per 1000 pcs	2064	
4	A38 (R) Application for loan against deposit -pad of 100 pages	Cream Wove Double Demy 13.8	per 1000 pad	17440	
5	A36- (C) Transport operator- (16 pages form)	Ledger D/FC 10.4 kg	per 1000 pcs	4120	
6	A-105- form of 16 pages	Ledger D/FC 12.2 kg	per 1000 pcs	3800	
7	A-21 form of 8 pages	Ledger D/FC 13.4 kg	per 1000 pcs	2064	
8	A-21 A form of 8 pages	Ledger D/FC 12.2 kg	per 1000 pcs	2064	
9	DS-2 (R)- (Paying Slip) with pad of 25 pcs	Cream Wove Double Demy 13.8 kg	per 1000 pad	2444	
10	DS-3 - Withdrawal Slip with pad of 25 pcs	Blue printing 59 kg	per 1000 pad	1808	
11	DS5-A- Savings Bank Passbook	White Map Litho 10.4 kg ,White Board 9.7 kg	per 1000 pcs	1904	
12	D50-A(R. D. PassBook) 72 months	10.4 White map Litho,yellow cover 9.7 kg	per 1000 pcs	1454	
13	D50-A(R. D. PassBook) 36 months	10.4 White map Litho,Blue MG cover 9.7 kg	per 1000 pcs	1300	
14	G-13- Credit Voucher with	Cream Wove Double	per 1000 pad	10292	

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	advice pad of 100 pages	Demy 13.8 kg			
15	G-14-Debit Voucher with advice-Pad of 100 pages	Cream Wove Double Demy 13.8 kg	per 1000 pad	11424	
16	G-64-form of 22 pages	Ledger D/med 21.3 kg	per 1000 pcs	6000	
17	KCC-Pass Book	10.4 kg White Map Litho	per 1000 pcs	1904	
18	A-48 part-I Education Loan(8 pages form)	Cream Wove D/F/C 8 kg	per 1000 pcs	1800	
19	A-48 part II Education Loan (4 pages form)	Cream Wove D/F/C 8 kg	per 1000 pcs	924	
20	A 116	Pink Printing Demy 5.9kg	per 1000 pcs	1008	
21	A117	Pink Printing Demy 5.9kg	per 1000 pcs	340	
22	B-1 (Bill Schedule)-pad of 100 pages	Cream Wove Double Demy 13.8 kg	per 1000 pad	17200	
23	DS-1C-TD-application form-pad of 100 pages	White Map Litho Double Medium 21.3 kg	per 1000 pad	34000	
24	G-11-Credit Voucher pad of 100 pages	Cream Wove Double Demy 13.8 kg	per 1000 pad	7980	
25	G-12-Debit Voucher pad of 100 pages	Cream Wove Double Demy 13.8 kg	per 1000 pad	7720	
26	G-72- (T.A. Bill Form)-Pad of 100 pages	Cream Wove D/Crown 10.5 kg	per 1000 pad	32720	
27	KCC-Sanction Advice-4 pages form	White Map Litho D/medium 18.6 kg	per 1000 pcs	960	
28	DS-1A-Account opening form of 6 pages	10.4 kg white map litho	per 1000 pcs	1166	
29	DS-1B(Signature Card)	9.7 kg white MG Board	per 1000 pcs	114	

Signature with Seal

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