Request for Proposal (RFP)

For

Printing & Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as Per Approved Design/Specifications of the Bank.



Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: UCO/DIT/148/2015-16 Date: 28/04/2015

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for printing and supply of PIN Mailers for ATM Debit Cards/e-Banking users as per approved design/specifications of the Bank. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO BANK or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO BANK, but an invitation for bidder's responses. No contractual obligation on behalf of UCO BANK, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO BANK and the Bidder.

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CONTROL SHEET TABLE

1.	Tender Reference	UCO/DIT/148/2015-16
2.	Cost of Tender Document	Rs. 10,000/- (Rupees Ten Thousand only)
3.	Date of issue of RFP	28/04/2015
4.	Earnest Money Deposit (EMD)	Rs.3,00,000/- (Rupees Three Lakh only, in the form of Bank Guarantee favoring UCO Bank)
5.	Date of commencement of sale of tender document	28/04/2015
6.	Pre-Bid queries	On or before 06/05/2015
7.	Last Date and Time for receipt of tender bids	19/05/2015 at 4:00 PM
8.	Opening of Eligibility and Functional and Technical bids	19/05/2015 at 4:30 PM
9	Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
10	Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 7th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
11	Email- ID	hocbs.calcutta@ucobank.co.in ho.bpr@ucobank.co.in
12	Contact Telephone / Fax Numbers	Tel: 033-44559758 / 45 Fax: 033-23345013
13	Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m.

1. INTRODUCTION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 2900 branches and more than 2100+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle(Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System. Currently, Bank is engaged into Debit Card business as Issuer Bank for VISA and Rupay Debit Cards.

Against the above backdrop, UCO BANK invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field for Printing and Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as per Approved Design/Specifications of The Bank.

2. TENDER DOCUMENT AND FEE

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata.

UCO Bank, Head Office-2 3 & 4 DD Block, 5th Floor Sector-I, Salt Lake

Kolkata – 700064 Phone no: 033-44559758/44559745

Fax no: 033-23345013

E-Mail: hocbs.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders registered with NSIC under Single Point Registration Scheme, they are exempted from the submission of EMD. However, the Tender Cost / Fee needs to be submitted by the Bidder and a valid NSIC Certificate clearly

mentioning that they are registered with NSIC under Single Point Registration Scheme has to be submitted along with the Bid.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

3. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
RFP for Printing and Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as per approved	KS. O.UU.UUU/ -
design/specifications of the Bank.	

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
 - > To sign the contract in the form and manner to the satisfaction of UCO BANK
 - > To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

4. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/e-mail till the date mentioned in the bid control sheet. Further, atleast 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own

initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

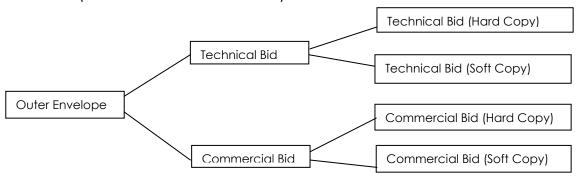
5. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids duly sealed and superscribed as "Technical bid" and "Commercial bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed "RFP for Printing and Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as per Approved Design/Specifications of The Bank" as per bid details given in the RFP. Similarly Bidders shall also submit a copy of the total bid in a separate single sealed outer cover duly sealed and super-scribed "Bid for Printing and Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as per Approved Design/Specifications of The Bank – (Duplicate Copy)" as per the below mentioned diagram and as per bid details given in the RFP.

The bids (Main copy along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the System Integrator or Bidder.

All envelopes must be super-scribed with the following information:

- > Name of the Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)



The Technical Offer should be complete in all respects and contain all information asked for in the exact format (<u>Hard Copy</u>) of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (<u>Hard Copy</u>) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

> If the outer cover / envelop are not sealed & super-scribed as required, the

Bank will assume no responsibility for bid's misplacement or premature opening.

- ➤ If any inner cover / envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- ➤ If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- ➤ If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

6. ELIGIBILITY CRITERIA FOR THE BIDDER

Only those Bidders, who fulfill the following criteria, are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

SI. No.	Criteria	(Proof of documents must be submitted)
1	Bidder must be a registered firm/company in India under Companies Act, 1956 and should have been in operation for at least 3 years as on date of RFP.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	Bidder should be a profit making company in any of the last three financial years (2011-2012, 2012-2013 and 2013-2014). OR Bidder should have maintained a positive networth in the last three financial years (2011-2012, 2012-2013 and 2013-2014)	Copy of the audited balance sheet as well as a certificate mentioning the networth for last three financial years from the auditor should be submitted.
3	The bidder submitting the offer should be having a turnover of minimum Rupees 30 Lacs per year during last three years i.e. 2011-2012, 2012-2013 and 2013-2014). This must be the individual company turnover and not of any group of companies.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
4	The bidder submitting the offer should have at least three years' experience of Printing & Supply PIN Mailers for ATM Debit cards/e-Banking users to Public/Private/Foreign Banks in India.	Copy of the relevant certificate to be provided

	Satisfactory proof in this regard should	
	be furnished to Bank.	
5	Bidder should have ISO/Quality	Copy of the relevant certificate to
	certification.	be provided
6	The bidder must have supplied minimum Thirty (30) Lacs Pin Mailers in the last 24 months to Public/Private/Foreign Banks and should supplement its claim by attaching relevant documents.	or experience certificate from the related Bank to be submitted with the contact details of the person
7	Bidder should not have been debarred/black-listed by any Bank / Financial Institutions in India as on date of RFP submission. An undertaking to this effect must be submitted in their letter head.	Self-declaration to that effect should be submitted

7. BROAD SCOPE OF THE WORK

The Bank desires to invite the bid proposal from the vendors having experience and competencies in Printing and Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as per Approved Design/Specifications of the Bank. The PIN mailers to be supplied to UCO Bank as well as to Bank sponsored RRBs (Paschim Banga Gramin Bank, Head Office – Howrah and Bihar Gramin Bank, Head Office- Begusarai ,Bihar). The selected bidder needs to print and supply Pin Mailers as per scope of work given in here below in this RFP:

- 7.1 Printing and Supply of Pin Mailers for ATM, Debit Cards/e-banking users as per designs/specifications approved by Bank. Delivery shall be made at UCO Bank, HO-2, 5th Floor, BPR & Business Transaction Department, 3 & 4 DD block, Sector-1, Saltlake, Kolkata-700064 within 3-4 weeks from the date of Purchase Order. Appropriate insurance cover for the transit period and till the time of its acceptance by the Bank at the site is to be taken by the selected bidder/vendor.
- 7.2 The requirement for **75,00,000 (Seventy Five Lacs)** Pin Mailers for ATM Debit/ e-Banking users over a period of 36 months, for which a contract (Service Level Agreement) would have to be executed by the selected bidder/vendor. The actual supply would, however, be phased over 36 months for which individual Purchase orders would be issued indicating therein required delivery schedule on Monthly/quarterly basis as per requirements of Bank.
- 7.3 It is clarified that the selected vendor will be required to supply PIN Mailers to Bank sponsored RRBs as per requirement design / specification specified by them during the contract period within the overall quantity mentioned in the

RFP. For RRB requirement, Purchase Order will be placed by respective RRBs and payment will also be made by them.

8. PAYMENT TERMS

Payment shall be made by UCO Bank, BPR & Business Transaction Department, Head Office at the all inclusive Prices per Pin Mailer quoted by the vendor/finalized by Bank multiplied by number of Pin Mailers delivered to branches/offices of UCO Bank.

For Regional Rural Bank requirement, payment will also be made by respective RRBs.

- ➤ Bills shall be raised on monthly basis and payment shall be released accordingly by the Bank.
- ➤ Prices shall be valid for 36 (Thirty Six) months. However any downward recourse in the price of cards should be intimated to the Bank.

9. PAYING AUTHORITY

The payment will be released from the Bank's BPR & BTD Department, Head Office and for Regional Rural Bank requirement; payment will also be made by respective RRBs after submission of the following documents:

- > Invoice in Triplicate
- Invoice clearly mentioning the Purchase Order nos, quantity and type of Pin mailers dispatch (ATM/E-Banking) (RuPay/VISA/other variant).

10. PRICE

- 10.1 Prices payable to the bidder as quoted by the bidder in the price bid shall be fixed and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- 10.2 Prices quoted by the bidder in the price bid shall be valid during the entire contract period.
- 10.3 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

11. DELIVERY/ ACCEPTANCE OF PIN MAILERS

The delivery of PIN Mailers will be spread over a period of thirty six months, as per UCO Bank's requirement. UCO Bank may extend this period at its discretion.

If the bidder fails to deliver within the stipulated time schedule or by the date extended by UCO Bank, it will be a breach of contract. In the event of UCO Bank agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by UCO Bank before the expiry of the original Bank guarantee.

12. PERFORMANCE GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the total cost of ownership. The Performance Guarantee should be valid for a period of 39 (39) Months +3 Months Claim Period) months. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

13. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

14. LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

15. BID OPENING AND EVALUATION CRITERIA

The Bank will open the technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date

and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

TECHNICAL & FUNCTIONAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical as mentioned in ANNEXURE II, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.
- b) The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.

d) UCO Bank

- >If required, Sample of Pin Mailer may be collected from the Bank on the address mentioned above.
- »UCO Bank may not evaluate the offer/bid in case of non-adherence to the format or partial submission of technical details as per the format given in the RFP. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder/tenderer.
- e) Technical bid evaluation methodology that UCO Bank would adopt is given below:

The Product offered should meet all the technical specifications. **Non-compliance to any of the Technical specification may attract rejection of the proposal.**

COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening of Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in ANNEXURE VII. Bank will finalize the L-1 vendor based on the TCO quoted by the bidder Annexure – VII.

16. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers / bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer / bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the

bidder.

17. AWARD CRITERIA

UCO Bank will award the contract to the successful Bidder(s) whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.

After evaluation, the Bidder, whose commercial offer, as has been determined as the lowest based on TCO as quoted by bidder in Annexure-VII, will be named as 'L1' bidder and the second lowest will be named as 'L2' bidder. The 'L2' bidder will be given a chance to match the price with 'L1' within 3 (three) days of communication. In case L2 bidder is not willing to match the price with L1, Bank will subsequently call the other participating bidders i.e L3, L4 etc. in that order to step into the shoes of L2 bidder. In the event of L2,L3,L4,L5 etc. bidder not matching the L1 price, the entire quantity will be awarded to L1. If L2 agrees and matches the L1 price, the 2 (two) vendors selected will be awarded the contract. The orders will be distributed between them in the ratio of 70% and 30 % requirement basis). Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

UCO Bank will split off the order between L1 & L2 bidders in the ratio of 70:30, provided L2 bidder agrees to match the prices quoted by L1 bidder and agree for all the terms and conditions.

Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure-VII, will be considered as the L1 bidder.

18. CONTRACT PERIOD

The Period of contract is initially for 3 (Three) years which may be further extended at agreed prices based on the satisfactory performance of the Bidder at the sole discretion of the Bank. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two month's notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

19. ORDER CANCELLATION (TERMINATION)

UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days

upon effects of the bid.

- d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h) UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

20. CONSEQUENCES OF TERMINATION

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

21. LIQUIDATED DAMAGES

Notwithstanding UCO Bank's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.

Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.

Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated on per week basis.

22. ACCEPTANCE TESTS

At the discretion of Bank, there will be an acceptance test conducted by the Bank's officials and/or its nominated consultants after delivery of cards. In case of serious discrepancy in Pin Mailers and their quality, Bank may reject the entire lot.

23. PENALTY

- 23.1 The Selected bidder shall be charged penalty for not supply of the proper quality of PIN Mailers.
- 23.2 The Selected bidder shall be charged penalty for not adhering to the terms and conditions specified in the RFP.

24. DISPUTE RESOLUTION MECHANISM

The selected Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Head (IT) of UCO BANK/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner

as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The selected Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

25. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

26. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

27. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The

selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

28. CANCELLATION OF TENDER PROCESS

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

29. PUBLICITY

Any publicity by the selected bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The selected Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.

30. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or UCO BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- > Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- > Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

31. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- ➤ To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and to treat all Information as Confidential Information.
- ➤ Conflict of interest: The selected Bidder shall disclose to UCO BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

32. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

33. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

34. ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the address given in control sheet.

35. PRELIMINARY SCRUTINY

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

36. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID

UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

37. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- i. Index
- ii. Covering letter (Annexure I)
- iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- iv. Technical offer/Technical bid with specifications (ANNEXURE II)
- v. General Details of the bidder(ANNEXURE III)
- vi. Letter confirming bid is signed by authorized signatory.
- vii. Valid Bank Draft / Bank Guarantee as EMD.
- viii. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
- ix. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
- x. Track record of supplying/printing of Pin Mailers for Credit/ATM debit cards-list of Banks/client along with details of work executed.
- xi. Bill of materials. This table should not contain any price information.
- xii. Copy of this RFP duly signed by the authorized signatory.

All Claims made by the bidder will have to be backed by documentary evidence.

38. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in ANNEXURE –VII. The short listed bidder has to keep the finalized price valid for the entire contract period. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However,

impact of fall in prices, taxes, duties would be passed on to the Bank suo moto.

39. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

40. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

41. CONFIDENTIALITY OF THE BID DOCUMENT

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

42. RIGHT TO ALTER QUANTITIES

The requirement of the PIN Mailers of **75,00,000** number is indicative only (i.e. projected quantity). However Bank reserves the right to place an additional order or decrease the order by 50% (Fifty Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions during the contract period. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

43. OWNERSHIP AND RETENTION OF DOCUMENTS

UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by UCO BANK, the Vendor shall deliver to UCO BANK all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.

The selected bidder shall not, without the prior written consent of UCO BANK/ Purchaser store, copy, distribute or retain any such Documents.

The selected bidder shall preserve all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

Encl: ANNEXURES I, II, III, IV, V, VI, VII and VII

(Tender Offer Forwarding Leffer)
Tender Reference No.:
The Deputy General Manager (IT, BPR & BTD) UCO Bank, Department of Information Technology (DIT), Head Office - II, 5 th Floor, 3 & 4 DD Block, Sector -1, Salt Lake City, Kolkata -700064
Dear Sir,
Sub: Your RFP for "Printing & Supply of PIN Mailers for ATM, Debit Cards/e-Banking Users as Per Approved Design/Specifications of the Bank."
RFP Ref. No. UCO/DIT/148/2015-16 Dated 28/04/2015
With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Printing & Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as Per Approved Design/Specifications of the Bank mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.
In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to <i>Printing & Supply of PIN Mailers for ATM, Debit Cards/e-Banking Users as Per Approved Design/Specifications of the Bank as per your purchase orders.</i>
In the event of our selection by the bank for Printing & Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as Per Approved Design/Specifications of the Bank for 75,00,000 PIN Mailers, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 3 (Three) years and 3 (Three) months effective from the month of execution of the Agreement in favor of UCO Bank.
We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank anytime before expiry of 180 days.
Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.
We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.
We enclose the following Demand Drafts:
 DD No. dated for `XXXXXXX/- (Rupees XXXXXXXXX only) as Cost of RFP Document &
2. BG No. xxxxxxx datedas EMD.
Both DDs are issued in favour of UCO Bank by
Dated thisday of2015
Signature:
(In the Capacity of)
Duly authorized to sign the tender offer for and on behalf of

<u>ANNEXURE – II</u>

TECHNICAL SPECIFICATION

SI. No.	Specification	Bidders Compliance (Yes/No)
1	Size- 9" X 4" in continuous form	
2	Total Size of Form: 9" X 12" i.e. 3 PIN Mailers in a form	
3	For 1st Part:- 60 gsm Maplitho Paper; For 2nd Part:- 60 gsm Maplitho Paper	
4	Printing:	
	1st Part : - only reverse-Single color black carbon ink rectangle of 4cmX11cm	
	2nd Part :- Front-max 4 Colors, reverse single colour-black carbon ink rectangle of 5cmX8cm	
	3rd Part :- only reverse- single colour black masking of 5cm X 8cm to cover/hide the secret Pin Number which is printed on the II part.	
5	Perforations: Horizontal Perforations: at every 4" Vertical Perforations :-(½") side vertical perforations on either side.	

^{**} First part to be clipped with second and third part. Second and third parts sealed and glued from all sides with each other.

General Details of the Bidder

A. Profile of Bidder

Name	of	bidder:	
------	----	---------	--

1. Location

Regd. Office:

Controlling Office:

- 2. Constitution
- 3. Date of incorporation & Date of Commencement of business:
- **4.** Major change in Management in last three years
- 5. Names of Banker /s

B. Financial Position of Bidder for the last two financial years

	2011-12	2012-13	2013-2014
Net Worth			
Turnover			

N.B. <u>Enclose copies of Audited Balance Sheets along with enclosures</u>

C. Proposed Service details in brief

- Description of service
- > Details of similar service provided to PSU organization / BFSI in India specifying the number of Banks and branches

Details of Experience in printing & supply of ATM/Debit cards/e-banking PIN Mailers

PSU Organization/BFSI		
Name of Organization	Pe	riod
Name of Organisation	From	То

N.B. Enclose copies of Purchase Orders as references

	Signature of Bidder:
Place:	Name:
Date:	Business Address:

Annexure - IV

Checklist of Documents for Eligibility Criteria

SI. No.	Criteria	(Proof of documents must be submitted)	Compliance (Yes/No)
2	Bidder must be a registered firm/company in India under Companies Act, 1956 and should have been in operation for at least 3 years as on date of RFP. Bidder should be a profit making company in any of the last three financial years (2011-2012, 2012-2013 and 2013-2014). Or Bidder should have maintained a positive networth in the last three	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted. Copy of the audited balance sheet as well as a certificate mentioning the networth for last three financial years from the auditor should be submitted.	
3	financial years (2011-2012, 2012- 2013 and 2013-2014) The bidder submitting the offer	Copy of the audited	
	should be having a turnover of minimum Rupees 30 Lacs per year during last three years i.e. (2011-2012, 2012-2013 and 2013-2014). This must be the individual company turnover and not of any group of companies.	balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.	
4	The bidder submitting the offer should have at least three years' experience of Printing & Supply PIN Mailers for ATM Debit cards/e-Banking users to Public/Private/Foreign Banks in India. Satisfactory proof in this regard should be furnished to Bank.	• •	
5	Bidder should have ISO/Quality certification.	Copy of the relevant certificate to be provided	
6	The bidder must have supplied minimum Thirty (30) Lacs Pin Mailers in the last 24 months to Public/Private/Foreign Banks and should supplement its claim by	Copy of relevant purchase orders or experience certificate from the related Bank to be submitted with the contact details of the	

	attaching relevant documents.	person signing the Purchase	
		Order.	
7	Bidder should not have been debarred/black-listed by any Bank / Financial Institutions in India as on date of RFP submission. An undertaking to this effect must be submitted in their letter head.		

ANNEXURE-V

Format for Bid Security (EMD)

To,		
Deputy General Manager (IT, BPR & BTD) UCO BANK, Department of Information Technology, 5 th Floor, 3 & 4 DD Block, Sector-I, Salt Lake, Kolkata – 700064		
Dear Sir,		
In response to your invitation to respond to your RFP for Printing & Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as Per Approved Design/Specifications of the Bank. M/s having their registered office at (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Printing & Supply of Pin Mailers for ATM, Debit Cards/e-Banking Users as Per Approved Design/Specifications of the Bank and to provide related services as listed in the RFP document.		
Whereas the 'Bidder' has submitted the proposal in response to RFP, we, theBank having our head officehereby irrevocably guarantee an amount of Rs. 3 Lakh (Rupees Three Lakh Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.		
The Bid security for which this guarantee is given is liable to be enforced/invoked:		
1. If the Bidder withdraws his proposal during the period of the proposal validity; or		
 If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. 		
We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Two Lakh without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.		
Notwithstanding anything contained herein:		
 Our liability under this Bank guarantee shall not exceed Rs. 3 Lakh (Rupees Three Lakh only). 		
2. This Bank guarantee will be valid upto; and		
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before		
In witness whereof the Bank, through the authorized officer has sets its hand and stamp on thisday of _at		
Yours faithfully,		
For and on behalf of		
Bank		
Authorised Official		
Note : This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.		

RFP Ref. No. UCO/DIT/148/2015-16 Dated 28/04/2015

ANNEXURE – VI

PROFORMA FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of
Intent bearing nodated
We,
2. We
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.
4. We,

accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We,
Notwithstanding anything contained herein:
i) Our liability under this Bank Guarantee shall not exceed Rs (Rupees) only.
ii) This Bank Guarantee shall be valid uptoand
iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).
8. Dated the day of for [indicate the name of Bank]
Yours' faithfully,
For and on behalf of
Bank
Authorised Official
Note:

- 1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.
- 2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

ANNEXURE-VII

COMMERCIAL BID FORMAT

Item	Unit price (Exclusive of taxes) (A)	Taxes at present rate per unit (B)	Unit price (Inclusive of all taxes and dispatch charges) (C)	Quantity (D)	Total Price for 75 Lacs PIN Mailers (Inclusive of all taxes & dispatch charges) in Indian Rupees E=CXD
Printing, Supply of Pin Mailers for ATM Debit cards/e-Banking users as per design/specifications of the Bank together with delivery at BPR & BTD, UCO Bank, HO-2, 5 th Floor, 3 & 4 DD Block Sector-1, Salt Lake Kolkata-700064 or at RRBs H.O (Howrah / Begusarai)				75,00,000	
Total cost quoted by the bidder (Amount quoted in words)					

Place:	Name:
--------	-------

Date: Business Address:

Note:

- 1. Bidders to strictly quote in the format and for periods as mentioned above.
- 2. L1 bidder would be determined based on the total cost i.e. column E.
- 3. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- 4. The requirements of PIN Mailers are indicative for the TCO calculation and the number of Pin mailer may vary depending upon the Bank's requirement.
- 5. The Bank reserves the right to decrease or increase the quantities as specified in this RFP. The quantity given is indicative only and Bank is under no obligation to procure entire **quantity of PIN Mailers**, the actual quantity may vary. However, Bank reserves the right to place order for an additional 50% (Fifty percent) of the projected quantity with the bidder/s at the agreed price, terms and conditions during the contract period. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.
- 6. Bank reserves the right to procure PIN Mailers to meet the requirement of the Bank sponsored RRBs during the contract period within the projected quantity.