



Request for Proposal (RFP)

For

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

**Head Office-2
Department of Information Technology
5th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064**

RFP REF NO: DIT/BPR & BTD/OA/1868/2017-18 Date: 28/08/2017

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 its requirement for Procurement of Pin Mailers for printing and supply of PIN Mailers for ATM Debit Cards/Pre-paid 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 selected Bidder.

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BID Control Sheet

Tender Reference	RFP REF NO: DIT/BPR & BTB/OA/1868/2017-18 Date: 28/08/2017
Cost of Tender documents	Rs. 5,000/- (Five Thousand Only)
Date of issue of RFP	28/08/2017
Earnest Money Deposit (EMD)	Rs.1,50,000/- (One Lac Fifty Thousand Only)
Date of commencement of sale of tender document	28/08/2017
Last date for submitting queries for the Pre-bid Meeting	05/09/2017
Pre-Bid meeting /Venue	06/09/2017 at 11.00 A.M. at Head Office-2 Department of Information Technology 5th Floor, Conference Room, 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064
Last Date and Time for receipts of tender bids	25/09/2017 at 3:00 PM
Opening of technical bids	25/09/2017 at 3:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5th Floor,3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.calcutta@ucobank.co.in
Contact Telephone/Fax Numbers	Tel : 03344559775/9758 Fax : 03344559063
Contact Person	Mr. Sarwar Lal Chief Manager – IT
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 3:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

Part –I

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 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ 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/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank.

2. Overview

UCO Bank intends to engage bidders for procuring Pin Mailers project on behalf of UCO Bank as per the terms and conditions mentioned in this RFP document. The purpose of the RFP is to seek a detailed technical and commercial proposal for Printing and Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank as elaborately detailed under Scope of Work on behalf of UCO Bank.

3. Eligibility Criteria

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

Sl. No.	Criteria	Proof of documents to be submitted
1.	Bidder must be 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 (profit after tax) and should have maintained a positive net worth in the last three financial years (2014-15, 2015-16 and 2016-17).	<p>Copy of the audited balance sheet as well as a certificate mentioning the net worth & Profit/loss for last three financial years from the auditor should be submitted.</p> <p>Note: Provide audited annual statement of accounts for the last 3 financial years i.e., 2014-15, 2015-16 and 2016-17. However, for FY 2016-17, CA certified Balance sheet will be accepted in lieu of audited balance sheet, if not available.</p>
3.	The Bidder submitting the offer should be having a turnover of minimum Rupees 2 Crore per year during last three years i.e 2014-15, 2015-16 and 2016-17. This must be the individual company turnover and not of any group of companies.	<p>Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.</p> <p>Note: Provide audited annual statement of accounts for the last 3 financial years i.e., 2014-15, 2015-16 and 2016-17. However, for FY 2016-17, CA certified Balance sheet will be accepted in lieu of audited balance sheet, if not available.</p>
4.	The Bidder submitting the offer should have at least three years' experience of Printing & Supply PIN Mailers for ATM Debit cards/Pre-paid Cards/e-Banking users to PSUs/Financial Institutions/Govt. /Private Institutions in India. Satisfactory proof in this regard should be furnished to Bank.	Copy of the relevant certificate to be provided.
5.	Bidder should have ISO 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 PSUs/Financial Institutions/Govt. /Private Institutions 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 person signing the Purchase Order.

	attaching relevant documents.	
7.	Bidder should not have been debarred/black-listed by any Bank / Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Please refer as per the format of Annexure – “I” .

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for the procurement of Pin Mailers for Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank perspective. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

3. Tender Document & 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. 5,000/- (Rupees Five Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

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. 5,000/- (Rupees Five 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.

4. 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 favour 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/Pre-paid Cards/e-Banking Users as per approved design/specifications of the Bank.	Rs. 1,50,000/-

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:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- 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
- The selected bidder withdraws his tender before furnishing on unconditional and

irrevocable Performance Bank Guarantee.

- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. 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.

The Bank details for Bank Guarantee (EMD) are as below:

- ✓ Account Number-18700210000755
- ✓ Account Name- M/S H O DIT
- ✓ Branch- DD Block, Salt Lake branch
- ✓ IFSC- UCBA0001870
- ✓ MICR-700028138

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Telegram/Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hodit.calcutta@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

8. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

9. For Respondent Only

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

10. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

11. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

12. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

13. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

14. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

15. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

16. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

17. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

18. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

19. Language of Bids

The bid, correspondence and supporting documents should be submitted in English.

20. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

21. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids along with the soft copies duly sealed and super scribed 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/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank – (Technical Bid)"** and **"RFP for Printing and Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank - (Commercial Bid)"** shall be submitted as per bid details given in the RFP.

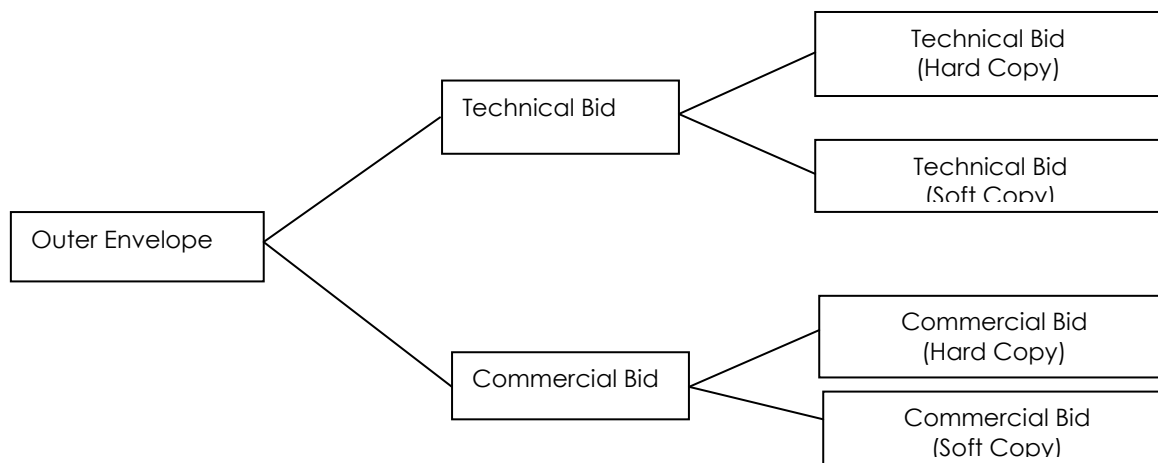
Sealed separate envelopes carrying Technical Bid and Commercial Bid along with the soft copies should be kept in a single sealed outer cover duly sealed and super-scribed "Printing and Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank" as per the below mentioned diagram and as per bid details given in the RFP.

The bids (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.

The bids shall be dropped / submitted at UCO Bank's address given in the above Bid Detail- Table, on or before the date specified therein.

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

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



The Eligibility/Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, **except prices**. The Eligibility / Techno functional 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 (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

The Bidders who's Price Bid (indicative) have not been rejected / disqualified by the Bank will be asked to participate in the reverse Auction, which will be conducted for determining the L1 vendor separately for each item. The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose.

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 Eligibility/ 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.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.

- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

22. Documents constituting the Bid

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

- a. Table of Contents (Index)
- b. Tender Offer Forwarding Letter (Annexure – A)
- c. Technical Specification (Annexure – B)
- d. Bidder Details (Annexure - C)
- e. Compliance to Eligibility Criteria (Annexure – D) - Along with all required documentary evidence.
- f. Earnest Money Deposit Format (Annexure - E)
- g. Performance Bank Guarantee (Annexure - F)
- h. Commercial Format (Annexure - G)
- i. Manufacturer's Authorization Letter (Annexure – H)
- j. Undertaking to be given by the bidders. (Annexure - I)
- k. Non -Disclosure Agreement (Annexure - J)
- l. Deed of Indemnity (Annexure - K)
- m. Pre Contract Integrity Pact(Annexure - L)
- n. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure - M)
- o. Declaration-Cum-Undertaking (Annexure – N)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure - G) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

Any Bid received by the Bank after deadline for submission of Bids prescribed, Will be rejected and returned unopened to the Bidder.

Part –III: BID OPENING AND EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

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.

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

2.1 The proposals will be evaluated in two stages. In the first stage, i.e. Technical as mentioned in **ANNEXURE – B**, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

2.2 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.

2.3 A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening. 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.

2.4 UCO BANK

- If required, Sample of Pin Mailer may be collected from the Bank on the address mentioned in the control sheet 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.

2.5 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.**

- a. The functional and technical requirements are in the form of a table which is given as **Annexure B**, which contains the required functionality features.
- b. The Bidder should provide their response to the questionnaire in the column "Response".

2.3 The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include, scrutiny of company profile and technical information submitted as per format (**Annexure D**). The Bidder will demonstrate/substantiate all or a few of the

claims made in the Technical Bid to the satisfaction of the UCO Bank, the capability of the supply of Pin Mailers as per the requirement of quantity at their cost in their lab/office/in any other organization.

Technical bids of the bidders will be evaluated and based on the bidder's response they will be shortlisted for Commercial Bid Evaluation. There will be no weightage of technical score in commercial evaluation process.

3. Commercial Evaluation

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.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure – G**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening 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 “G”**.

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in **Annexure “G”**, having the following terms and conditions:

- a. Bidders to strictly quote in the format and for periods as mentioned above.
- b. L1 bidder would be determined based on the total cost of ownership.
- c. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- d. 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.
- e. 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.
- f. 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.

PART –IV

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/Pre-paid 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 RRB's (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:

1. Printing and Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-banking users as per designs/specifications approved by Bank. **Delivery shall be made within 4 weeks at the address mentioned in the individual Purchase order from the issue date.** 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.
2. The requirement for **75,00,000 (Seventy Five Lacs)** Pin Mailers for ATM Debit/Pre-paid Cards/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.
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.**

PART-V

1. Order details

The purchase order will be placed by Bank Head Office, DIT or RRB in the name of selected bidder as per requirement.

2. Schedule of Delivery

The selected bidder to ensure to deliver the required quantity as per the 'Broad Scope of Work' mentioned herein above within four weeks from the date of issuance of Purchase Order.

3. Compliance with all Applicable Laws

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages,

loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

4. Performance Bank Guarantee

The Bank will require the selected bidder to provide a Performance Bank Guarantee issued by any scheduled commercial bank (other than UCO Bank), 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, indemnifying any loss to the Bank, as per the format of **Annexure – “F”**. 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.

The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

5. Payment Terms

The Payment shall be made at all inclusive Prices per Pin Mailer quoted by the vendor and finalized by Bank multiplied by number of Pin Mailers delivered to the respective address mentioned in the purchase orders issued by the Bank.

- Bills shall be raised on orderly 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.

6. Confidentiality

The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose

disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

The VENDOR / Bank will treat as confidential all data and information about the VENDOR / Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

7. 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).

The payments as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office- Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and acceptance of Pin Mailers etc. on deliveries made to respective vendors.

8. Penalty

- 8.1.1 The Selected bidder shall be charged penalty of 1% of total order value, for not supply of the proper quality of PIN Mailers as per technical specifications (Annexure - B).
- 8.1.2 Bank will not pay, if the supplied PIN Mailers are in damaged mode.
- 8.1.3 The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.

9. Liquidated Damage

Notwithstanding The Bank's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the contract of 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. The Liquidated Damages for late commissioning at 1 % of the order value per week will be charged for every week's delay in commissioning including Service Level Penalties would be subject to a maximum of 10% of the total project cost.

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.

10. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the 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, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the 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.

11. Contract Period:

The Period of contract is initially **for 3 years** from the date of signing of contract 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 **90 Day's notice** without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

12. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

13. Order Cancellation

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.

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / delivery beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by

the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.

- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

14. Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements

- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

15. Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

16. Privacy & Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

17. Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

18. Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for Printing & Supply of Pin Mailers for ATM, Debit

Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank scope as defined under this document, are licensed and legal.

19. Resolution of Disputes

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

20. Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been

complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

21. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

22. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **ninety (90) days** prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

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.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

23. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

24. Effect of termination

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue

with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

25. Arbitration

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

26. Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

27. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

(Tender offer forwarding letter)

Date: 28/08/2017

Tender Ref. No.: DIT/BPR&BTD/OA/1868/2017-18 Dated: 28/08/2017

**To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: Your RFP for “Printing & Supply of PIN Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as Per Approved Design/Specifications of the Bank.”

RFP Ref No. DIT/BPR&BTD/OA/1868/2017-18 Dated 28/08/2017

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/Pre-paid 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 Printing & Supply of PIN Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank as per your purchase orders.

In the event of our selection by the Bank for Printing & Supply of PIN Mailers for ATM, Debit Cards/Pre-paid 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 order value to be valid for a period of **Three years** in favour of **UCO BANK** effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by The Bank any time 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 also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

We enclose the following Demand Drafts/Pay Orders:

1. DD No. _____ dated _____ for **Rs 5,000/- (Rupees Five Thousand Only)** as Cost of RFP Document &
2. BG No. _____ dated _____ for **Rs 1,50,000/- (Rupees One Lac Fifty Thousand only)** as EMD.

Both DDs are issued in favour of **UCO BANK** by.....Bank
..... Branch payable at Kolkata.

Dated this __ day of ____ 2017

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Technical Specification

Sl. No.	Specification	Bidders Compliance (Yes/No)
1.	Size – 0" X 4" in continuous form	
2	Total Size of Form: 9" X 12" i.e. 3 PIN Mailers in a form	
3.	For 1 st Part:- 60 gsm Maplitho Paper; For 2 nd Part:- 60 gsm Maplitho Paper; For 3 rd part:- 60 gsm Maplitho Paper.	
4.	Printing: 1 st Part:- only reverse – Single color black carbon ink rectangle of 4 cm X 11 cm 2 nd Part:- Front-max 4 Colors, reverse single colour-black carbon ink rectangle of 5 cm X 8 cm 3 rd Part:- only reverse – Single colour black masking of 5 cm X 8 cm to cover/hide the secret Pin Number which is printed on the II part.	
5.	Perforations: Horizontal Perforations: at every 4" Vertical Perforations:- (1/2")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 three financial years**

	2014-15	2015-16	2016-17
Net Worth			
Turnover			
Profit after Tax			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**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 implementation of similar orders

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

Eligibility Criteria Compliance

Sl. No.	Criteria	Proof of documents to be submitted	Bidder's Compliance (Yes/No)
1.	Bidder must be 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 (profit after tax) and should have maintained a positive net worth in the last three financial years (2014-15, 2015-16 and 2016-17).	<p>Copy of the audited balance sheet as well as a certificate mentioning the net worth & Profit/loss for last three financial years from the auditor should be submitted.</p> <p>Note: Provide audited annual statement of accounts for the last 3 financial years i.e., 2014-15, 2015-16 and 2016-17. However, for FY 2016-17, CA certified Balance sheet will be accepted in lieu of audited balance sheet, if not available.</p>	
3.	The Bidder submitting the offer should be having a turnover of minimum Rupees 2 Crore per year during last three years i.e., 2014-15, 2015-16 and 2016-17. This must be the individual company turnover and not of any group of companies.	<p>Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.</p> <p>Note: Provide audited annual statement of accounts for the last 3 financial years</p>	

		i.e., 2014-15, 2015-16 and 2016-17. However, for FY 2016-17, CA certified Balance sheet will be accepted in lieu of audited balance sheet, if not available.	
4.	The Bidder submitting the offer should have at least three years' experience of Printing & Supply PIN Mailers for ATM Debit cards/Pre-paid Cards/e-Banking users to PSUs/Financial Institutions/Govt. / Private Institutions in India. Satisfactory proof in this regard should be furnished to Bank.	Copy of the relevant certificate to be provided.	
5.	Bidder should have ISO 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 PSUs/Financial Institutions/Govt. /Private Institutions and should supplement its claim by attaching relevant documents.	Copy of relevant purchase orders or experience certificate from the related Bank to be submitted with the contact details of the person signing the Purchase Order.	
7.	Bidder should not have been debarred/black-listed by any Bank / Govt. / Govt. agency/PSUs Bank(s)/Financial Institutions in India in the past as on RFP submission date.	An undertaking to this effect must be submitted on company letter head duly signed & stamp. Please refer as per the format of Annexure – “I” . Self-declaration to this effect should be submitted.	
Note: - In this tender process, either the Indian agent on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM / OSD itself can bid but both cannot bid simultaneously. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM / OSD in the same tender for the same item or product.			

Format of Bank Guarantee (EMD)

To,

The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th 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/Pre-paid 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/Pre-paid 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, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 1,50,000 (Rupees One Lac Fifty Thousand 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
2. 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 One Lac Fifty Thousand 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:

1. Our liability under this Bank guarantee shall not exceed **Rs. 1,50,000 only** (Rupees One Lac Fifty Thousand Only).
2. This Bank guarantee will be valid up to _____; 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 this _____day 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.

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 "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no.dated issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, on production of a Bank Guarantee for Rs....(Rupees.... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to Purchaser 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 ... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and

that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and 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 [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time to time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
 - ii) This Bank Guarantee shall be valid upto and
 - 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]

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank 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.

Commercial Bid Format

Item	Unit price (All Inclusive of taxes) (A)	GST %	GST amount at present rate per unit (B)	Charges (if any) (C)	Quantity (D)	Total Cost for 75 Lacs PIN Mailers (Inclusive of all taxes & charges) $E=(A+B+C)*D$ (in Rs.)
Printing, Supply of Pin Mailers for ATM Debit Cards/Pre-paid 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)						

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. Bidders to strictly quote in the format and for periods as mentioned above.
4. L1 bidder would be determined based on the total cost i.e. column E.
5. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
6. 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.
7. 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.
8. 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.

Place:**Authorised Signatory****Date:****Name:****Stamp:**

Undertaking from Original Equipment Manufacturer (OEM)

To

**The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3 & 4 DD Block
Sector – 1, Salt Lake, Kolkata-700064**

Dear Sir,

Subject: Request for Proposal (RFP) for “ Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank”

RFP Ref No. DIT/BPR&BTD/OA/1868/2017-18 Dated 28/08/2017

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at _____, _____ and _____ do hereby authorize M/s _____ (Name and Address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation _____ for _____ Bid _____ offer.

We hereby extend our guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back to back support for spare and skill No. by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP Ref. No. in respect of such equipment's and services.

Yours Faithfully

Authorised Signatory (Name: Phone No. Fax E_mail)

(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)

Undertaking by the Bidder

To

**The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir(s),

Sub: Request for Proposal (RFP) for “Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank”

“RFP Ref No: DIT/BPR&BTD/OA/1868/2017-18 Dated 28/08/2017”

- a) We, M/s _____, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfill the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

NON-DISCLOSURE AGREEMENT

Date: 28/08/2017

Tender Ref. No.: DIT/BPR&BTD/OA/1868/2017-18 Dated 28/08/2017

We, _____ having _____ Registered _____ Office at _____, hereinafter referred to as the First party, are agreeable to offering Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications to UCO Bank, having its head office at 10 BTM Sarani, Kolkata - 700 001, hereinafter referred to as Second party and,

WHEREAS, the First Party understands that the information regarding Second party's Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank shared by Second party in their Request for Proposal is confidential and/or proprietary to Second party, and

WHEREAS, the First Party understands that in the course of submission of the offer for the Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank and Services and/or in the aftermath thereof, it may be necessary that the First Party may perform certain jobs/duties on Second party's properties and/or have access to certain plans, documents, approvals or information of Second party;

NOW THEREFORE, in consideration of the foregoing, the First Party agrees to all of the following conditions, in order to induce Second party to grant the First Party specific access to Second party's property/information

The First Party will not publish or disclose to others, nor, use in any services that the First Party performs for others, any confidential or proprietary information belonging to Second party, unless the "(First Party has first obtained Second party's written authorisation to do so;

The First Party agrees that notes, specifications, designs, memoranda and other data shared by Second party or, prepared or produced by the First Party for the purpose of submitting the offer to Second party for the said Financial Inclusion Solution and Services, will not be disclosed to during or subsequent to submission of the offer to Second party, to anyone outside Second party

The First Party shall not, without Second party's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of Second party in

connection therewith, to any person(s) other than those employed/engaged by the First Party for the purpose of submitting the offer to Second party and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Place:

Date:

Authorised Signatory

Name:

Stamp:



PROFORMA FOR DEED OF INDEMNITY

This Deed of Indemnity executed at On the _____ day of _____ 2017 by M/s Name of the vendor (hereinafter referred to as "the Indemnifier" or "Vendor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO Bank a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001(hereinafter referred to as "UCO Bank", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank)

WHEREAS

1. The Indemnifier has
 - A. offered the *Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as per Approved Design/Specifications of the Bank* as prescribed in the Agreement / Contract dated _____ during the period of three years from the date of acceptance of the purchase order / date of agreement issued by the Bank from time to time. The services offered by the Indemnifier would be herein after referred to as "**Supply/Services**".
 - B. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with UCO BANK.
2. UCO BANK, relying and based on the aforesaid representations and warranties of the Indemnifier, has agreed for getting services from the selected vendor.
3. One of the conditions of the aforesaid Agreement is that the Indemnifier is required to furnish an indemnity in favour of UCO BANK indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Indemnifier's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO BANK as also for breach committed by the Indemnifier on account of misconduct, omission and negligence by the Indemnifier.
4. In pursuance thereof, the Indemnifier has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Indemnifier, more particularly described and stated in the aforesaid Agreement/Contract, the Indemnifier do hereby agree and undertake that:-

The Indemnifier shall indemnify, protect and save the UCO Bank and hold the UCO Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the UCO Bank against any loss or damage to the UCO Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the UCO Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the UCO Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the UCO Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the UCO Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the UCO Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the UCO Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the UCO Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the vendor with Laws / Governmental Requirements
 2. Negligence and misconduct of the Vendor, its employees, and agents
Breach of any terms of RFP, Representation or Warranty
 3. Act or omission in performance of service.
3. the Indemnifier shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees

and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

2. The Indemnifier further agrees and undertakes that the Indemnifier shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. If any additional approval, consent or permission is required by the Indemnifier to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
4. The obligations of the Indemnifier herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
5. The obligations of the Indemnifier under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Indemnifier from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO BANK).
6. This indemnity shall survive the aforesaid Agreement.
7. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
8. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Indemnifier irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Indemnifier in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by

suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Indemnifier irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

9. UCO BANK may assign or transfer all or any part of its interest herein to any other person. Indemnifier shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO BANK

IN WITNESS WHEREOF the Indemnifier has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of _____)
by the hand of _____)
_____, the authorized official of the Indemnifier)



PRE CONTRACT INTEGRITY PACT
(To be stamped as per the Stamp Law of the Respective State)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the

BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the

BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of ___;

- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at ----- on -----.

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.

Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder



DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To

The Deputy General Manager

DIT, BPR & BTD

UCO Bank, Head Office

5th Floor, 3&4, DD Block, Sector-I

Salt Lake, Kolkata -700064

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the **RFP of Printing & Supply of Pin Mailers for ATM, Debit Cards/Pre-paid Cards/e-Banking Users as Per Approved Design/Specifications of the Bank with RFP REF NO: DIT/BPR & BTD/OA/1868/2017-18 Date: 28/08/2017** including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20 _____ .

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory (s)]