<u>Printing & Stationery Department</u> 2, India Exchange Place, Kolkata-700 001

Request for Proposal (RFP)

For

SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT UNDER PRINT MANAGEMENT SOLUTION (OUTSOURCING MODEL OF STATIONERY MANAGEMENT) IN THE BANK.

<u> PART-1</u>



Printing & Stationery Department, Head Office 2, India ExchangePlace, Kolkata-700 001

RFP REF NO: H.O/PtgSty/Tender/01/2020-21 Date: 10/08/2020

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.

Disclaimer

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

PART-2

2.NOTICE INVITING RFP FOR SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT UNDER PRINT MANAGEMENT SOLUTION(OUTSOURCING MODEL OF STATIONERY MANAGEMENT) IN THE BANK

In order to implement the outsourcing model of stationery management of various branches / offices Pan India UCO BANK, Head Office, 10 B.T.M Sarani, Kolkata, intend to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as "Bidder") who are capable and willing to undertake supplying various types of stationery items, as required by branches and offices of BANK within the given timeline and also provide MIS and complaint & grievance redressal system, delivery management system in an efficient manner based on a robust IT platform to be integrated with the IT system of Bank and as per details listed out in this document. The Bidder should have the capability to timely deliver stationery items across 3000+branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas apart from having capability to meet scope of work.

For the purpose, we solicit Bids from established organizations (hereinafter referred to as "Bidder") on or before <u>08/09/2020 up to 4.00 PM</u>. The bids will be opened on <u>09/09/2020 at</u> <u>11.00 AM</u> by committee of executives and officers of our Bank at our Head Office, 10 B.T.M Sarani, Kolkata.

Tenderers may download the RFP document from the e-Tender website <u>www.tenderwizard.com/UCOBANK</u> or UCO Bank's official website <u>www.ucobank.com</u>.

Tender Reference No.	Tender No.01/2020-21 Dated 10/08/2020
Bid fee	The bidder shall furnish Bid fee (non-refundable) of
	Rs.10000/- by way of Demand Draft drawn on any
	schedule bank in favour of Uco Bank, payable at
	Kolkata. Scanned copy of Demand Draft should be
	uploaded in e-tender website. Non-uploading of Bid
	fee in e-tender website is liable to be rejected on
	grounds of non-submission of Bid fee.

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EMD (Returnable)	The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of Rs.4,00,000/-(Four lakh only.) by way of Demand Draft drawn on any schedule bank in favour of Uco Bank, payable at Kolkata. Scanned copy of Demand Draft should be uploaded in e-tender website. Non-uploading of EMD in e-tender website is liable to be rejected on grounds of non-submission of EMD. The EMD of the bidders not qualified under Bid will be returned without interest in due course after opening of the Bid.
Date of issue of RFP	10/08/2020
Last Date & Time for Submission of Tender:	Bids can be submitted online before 08/09/2020 upto 4.00 pm at e-Tender website www.tenderwizard.com/UCOBANK.
Pre-Bid meeting	A pre-bid meeting shall be convened on 18/08/2020.
Date and Time of Opening Technical Bid.	On 09/09/2020 at 11.00 am at Uco Bank, Printing & Stationery Deptt., Head Office, 2 India Exchange Place, Kolkta-700001
Date of Opening of Financial Bid.	Financial Bid of tender will be opened for those vendors whose technical bid are qualified. Opening date of Financial Bid will be intimated later on.
Validity of Tenders	120 (One hundred and twenty) days from the date of opening of financial bid.
Address of communication	The Asst. General Manager UCO BANK, Head Office. Printing & Stationery Department. 2, India Exchange Place, Kolkata-700001 e-mail id: hoptgsty.calcutta@ucobank.co.in & hogad.calcutta@ucobank.co.in Phone:0334455-8405/7176.
Process of submission of tender document.	This Tender will follow e-Tendering process [e-bids] asunder which will be conducted by Bank"s authorizede- Tendering Service Provider M/s Antares SystemsLtdthroughWebsitehttps://www.tenderwizard.com/UCOBANK.Following activities will be conducted online through
	Following activities will be conducted online throug above website:

Submission of Tooknight Did & Figure and Did by the
Submission of Technical Bid & Financial Bid by the Vendor.
Opening of Technical Bid & Financial Bid by the Bank.
Clarification, if any, sought by the Bank.
d) On-line evaluation by the Bank.
Representatives of Vendors will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd.
Bidders who wish to participate in online tenders will have to register with the website (https://www.tenderwizard.com/UCOBANK) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.
Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:
Support to the Bidders for participating in the bids through e-tendering Website.
Call center support/ email/ phone/mobile etc. in all
possible medium. Registration with the e-tendering website.
User Manual / Training Kit to the Bidder.
Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.
Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies,
or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can

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contact:
M/s.Antares Systems Ltd.
Registered Office at: #24, Sudha Complex, 3rd
Stage, 4th Block, Bangalore – 560079.
Ph: - 080-49352000 / 40482000
Fax: - 080-49352034
Help Desk:
Contact Person: Mr. Kushal Bose/ Mr. Tousik Ghosh
Mobile no. 07686913157 / 09674758724
(On working days-0900 hours–1800 hours) e-mail:
kushal.b@antaressystems.com
: <u>tousik.g@antaressystems.com</u>
Bidders who wish to participate in e-Tender need to
fill data in predefined forms of RFP, Technical,
Financial Bid available in respective tender only.
,
Bidder should upload scanned copies of reference
documents in support of their eligibility of the bid
and as per the instructions given in tender
documents
After filling data in predefined forms bidders need to
click on final submission link to submit their
encrypted bid.

Uco Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Uco Bank in this regard shall be final, conclusive and binding on all the Tenderers.

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into valid contract. The tenderer is advised to inspect the installation at the site of work and acquaint himself/herself/themselves with all local conditions, nature of work and all matters pertaining thereto.

All the information relating to corrigendum/addendum if any, will be uploaded in Bank's website which may please be noted. No separate newspaper notification will be issued in

this regard.

Tenderers fulfilling the specified requirements may submit their Bids through Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website https://www.tenderwizard.com/UCOBANK. latest by 08/09/2020 up to 4.00 PM.

<u>Asstt. General Manager</u> <u>Printing & Stationery Department</u> <u>UCO Bank,</u> <u>Head Office,</u> <u>Kolkata-700001</u>

Printing & Stationery Department 2, India Exchange Place, Kolkata-700 001

PART-3: INSTRUCTIONS FOR BIDDERS (IFB)

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PART-3

TENDER FOR SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT UNDER PRINT MANAGEMENT SOLUTION (OUTSOURCING MODEL OF STATIONERY MANAGEMENT) IN THE BANK.

3.0 Information Provided

The RFP document contains statements derived from information 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, bidders, 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.

3.1.OVERVIEW:

UCO BANK is one of the largest banks with a network of over 3000+ branches spread across PAN India. The Bank also has presence in 2 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of more than 2500 ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, ATMs, Kiosks and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models and implementing various initiatives.

The bank has taken initiative of implementation of new model of STATIONERY MANAGEMENT in the bank whereby the bank had decided to switch OVER services hither to rendered by Zonal Offices and Head Office Printing & Stationary Deptt. to the present in house supply of stationery items to an outsourcing model of stationery management, which is known as Print Management Solutions (PMS) and implemented in full-fledge PAN India, whereby the selected vendors supply the stationery items to branches/offices of the bank within stipulated timelines.

The stationery management in the bank includes both types of stationery i.e. customized as well as non-customized. While the non-customized items include general office supply items of good quality and of standard make which are openly available in the market, the customized items include BANK specific stationery in the form of various registers, forms and vouchers etc. These customized items need to be printed specifically as per the requirement of the various branches/offices of bank spread over PAN India on the

prescribed paper, format, quality, colour and size etc. with particular font and may be bilingual or trilingual depending on the requirement.

3.2 OBJECTIVES:

The objective of this Request For Proposal is to select vendors who are interested and capable of supplying on time, different types of stationery items tentatively mentioned in **Annexure 'K'**, as required by branches and offices of BANK and also provide complaint & grievance redressal system, delivery management system in an efficient manner based on a robust IT as per details listed out in this document. **The Vendors have to submit to the bank their documented plan about their Printing, Sourcing, Indenting, Analyzing and Delivery capabilities and mechanism and IT infrastructure which will be integrated/dovetailed with Bank's existing systems satisfying the bank's needs and acceptable to bank.**

The selected vendor should have the capability to deliver stationery items across 3000+ branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas.

3.3 SCOPE OF WORK

The selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all standardized/ non-standardized stationery items in specified formats, quality, specifications and supplying the same within specified **Turn Around Time(TAT)** to the branches/offices as per online requisition/indenting made through Bank's in house stationery ordering system and/or vendor's system along with generation of MIS and provision of other support services.

a) One or more than one vendor may be selected Pan India and one or more than one zone(s) may be allotted as per bank's discretion. Various Zones tentatively will cover the branches/offices (3086 branches) located in following Zonal Offices:

S.no.	Name of the zone.	Address
1.	Agartala Zonal Office	UCO BANK , ZONAL OFFICE, AGARTALA
		P.O. : AGARTALA KAMAN CHOWMUHANI
		DT ; WEST TRIPURA
		PIN 799001 , TRIPURA
2.	Ahmedabad Zonal Office	UCO BANK , ZONAL OFFICE, AHMEDABAD
		UCO Bhavan
		Ashram Road,
		Ahmedabad-3100009
3.	Ajmer Zonal Office	UCO BANK , ZONAL OFFICE, AJMER

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		COMMERCIAL COMPLEX
		KHAILAND MARKET
		AJMER- 305001
4.	Balasore Zonal Office	UCO BANK , ZONAL OFFICE, BALASORE,
		Police Line Square, O.T Road
		Balasore-756001
5.	Bangalore Zonal Office	
		UCO BANK , ZONAL OFFICE, BALASORE
		POLICE LINE CHOWK
		O.T. ROAD
		BANGALORE 560009
6.	Begusarai Zonal Office	UCO BANK , ZONAL OFFICE,BEGUSARAI
0.	begusarar zonar Onice	SONAJAGESHWAR COMPLEX
		TRAFFIC CHAWK
		BEGUSARAI 1051101
7.	Bhagalpur Zonal Office	UCO BANK , ZONAL OFFICE , BHAGALPUR
		S.K. TARAFDAR ROAD , KOYLAGHAT
		PO.: ADAMPUR , BHAGALPUR-
		PIN 1012001
8.	Bhopal Zonal Office	UCO BANK , ZONAL OFFICE, BHOPAL
		PLOT NO. 22, AREA HILLS
		JAIL ROAD
		BHOPAL 462027
9.	Bhubaneshwar Zonal Offic	eUCO BANK , ZONAL OFFICE, BHUBANESWAR
		UCO Bank Building, 2nd Floor
		C-2, Ashok Nagar,Unit-III
		Bhubaneshwar-751009
10.	Burdwan Zonal Office	UCO BANK , ZONAL OFFICE, BURDWAN
		S. R. COMPLEX (IST FLOOR)
		POLICE LINE BAZAR , G. T. ROAD
		PO. ; SRIPALLI
		BURDWAN 713103 (W. B)
11.	Chandigarh Zonal Office	UCO BANK , ZONAL OFFICE, CHANDIGARH
		UCO Bank Building, 1st Floor, S.C.O No. 55-56-57,
		Sector 17B, Bank Square
		ChandigarH60017
12.	Chennai Zonal Office	UCO BANK , ZONAL OFFICE, CHENNAI
		UCO Bank Building, 3210, Thambu Chetty Street
		Chennai-600001

	Coimbatore Zonal Office	UCO BANK , ZONAL OFFICE, COIMBATORE Vijay Towers, 1st Floor, 22 Father Randy Street
13.		R.S Puram, Coimbatore-641002
14.	Dehradun Zonal Office	UCO BANK , ZONAL OFFICE, DEHRADUN Pritam Castle,Paltan Bazar Near Clock Tower Dehradun-2410001
15.	Dharamsala Zonal Office	UCO BANK , ZONAL OFFICE,DHARMSALA SHYAM NAGAR , DHARAMSALA DT :- KANGRA 176215
16.	Ernakulam Zonal Office	UCO BANK , ZONAL OFFICE, ERNAKULAM 39/3702-F, S.R Complex Ravipuram Road Ernakulam, Kerala-6102016
17.	Guwahati Zonal Office	UCO BANK , ZONAL OFFICE, GUWAHATI MANI RAM DEWAN ROAD PO ; SIL PUKHURI GUWAHATI 7101003
18.	Haryana Zonal Office	UCO BANK , ZONAL OFFICE, HARYANA IST FLOOR IN- SIDE MANDIR COMPLEX NEAR BUS STAND OLD . G . T. ROAD KARNAL , HARYANA 133201
19.	Hooghly Zonal Office	UCO BANK , ZONAL OFFICE, HOOGHLY 21, NEW GRAND TRUNK ROAD PO.: UTTARPARA DT.: HOOGHLY 7122510 (W.B.)
20.	Hyderabad Zonal Office	UCO BANK , ZONAL OFFICE, HYDERABAD 10-2-624. GR. FLOOR ROAD NO 10 BANJARA HILLS HYDERABAD 500034
21.	Indore Zonal Office	UCO BANK , ZONAL OFFICE INDORE IIND FLOOR, 3100-3101, SAKET NAGAR OPP. K.D. CARE HOSPITAL INDORE 452001
22.	Jaipur Zonal Office	UCO BANK , ZONAL OFFICE , JAIPUR RCADE INTERNATIONAL AJMER ROAD JAIPUR 302006

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23.	Jalandhar Zonal Office	UCO BANK , ZONAL OFFICE, JALANDHAR
23.		SCO 113-114-115 , IST FLOOR
		MASTER TARASINGHNAGAR MARKET
0.4		JALANDHAR 144001, PUNJAB
24.	Jodhpur Zonal Office	UCO BANK , ZONAL OFFICE, JODHPUR
		G-79, Shastr Nagar
		Jodhpur-342003
25.	Jorhat Zonal Office	UCO BANK , ZONAL OFFICE , JORHAT
		T.N. SARMA PATH
		NEHRU PARK , PO:- JORHAT
		ASSAM 7105001
26.	Kanpur Zonal Office	UCO BANK , ZONAL OFFICE, KANPUR
		75/4 , SIDDHI SADAN
		HALSEY ROAD
		KANPUR 2010001
27.	Kolkata Zonal Office	ZONAL MANAGER
		UCO BANK , ZONAL OFFICE, kolkata
		3 &4 DD BLOCK , IST FLOOR
		SECTOR 1 , SALT LAKE
		KOLKATA
28.	Lucknow Zonal Office	UCO BANK , ZONAL OFFICE, LUCKNOW
		B 1/122, VINEET KHAND
		GOMTI NAGAR
		LUCKNOW 226010
29.	Meerut Zonal Office	UCO BANK , ZONAL OFFICE, MEERUT
		c/26, D Block, Ganga Nagar, Mawana Road,
		Meerut-250001
30.	Mumbai Zonal Office	UCO BANK , ZONAL OFFICE
		UCO Bank Building, 1st Floor
		Dr. D.N Road, Fort, Mumbai-400001
31.	Nagpur Zonal Office	UCO BANK , ZONAL OFFICE, NAGPUR
		COMMERCIAL ROAD , JAIKIA MOTORS
		3rd , floor , civil lines
		OPP. BISHOP COTTON SCHOOL
		NAGPUR 440001
32.	New Delhi Zonal Office	UCO BANK ,ZONAL OFFICE,NEW DELHI
		IST FLOOR ,
		UCO BANK BUILDING
		NEW DELHI 110001
33.	Patna Zonal Office	UCO BANK , ZONAL OFFICE, PATNA

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		MOURYA LOK COMPLEX
		BLOCK A , 4TH FLOOR
		DAK - BANGLA ROAD
		PATNA 1000001
34.	Pune Zonal Office	UCO BANK , ZONAL OFFICE, PUNE
		2190/2191, Sanskrit Vidya Mandir
		Sports Complex, Near Aryaneshwar Mandir
		Sahakarnagar No1, Lane No.4,
		Pune-411009
35.	Raipur Zonal Office	UCO BANK , ZONAL OFFICE, RAIPUR
		CHHATTISGARH EYE HOSPITAL CAMPUS
		TELIBANDHA , RAIPUR
		CHHATTISGARH 492006
	Ranchi Zonal Office	UCO BANK , ZONAL OFFICE, RANCHI
36.		RAJENDRA JAWAN BHAWAN CUM- SAINIK BAZAR
		MAIN ROAD , RANCHI 834001
37.	Salt Lake Zonal Office	UCO BANK , ZONAL OFFICE, SALT LAKE
		3 &4 , D.D. BLOCK SALT LAKE
		SECTOR 1, IST FLOOR
		HO2 BUILDING , KOL 700064
38.	Sambalpur Zonal Office	UCO BANK , ZONAL OFFICE, SAMBALPUR
		110/1, Ainthapali Road,
		Sambalpur-7610004
39.	Shimla Zonal Office	
		UCO BANK , ZONAL OFFICE SHIMLA
		HIMLAND HOTEL
		CIRCULAR ROAD,
		SHIMLA 171001 . (H.P.)
40.	Surat Zonal Office	UCO BANK , ZONAL OFFICE, SURAT
40.	Solutizonal Onice	4TH FLOOR RIDDHI SHOPPER'S
		OPP. STAR BAZAR
		ADAJAN HAZIRA ROAD
		SURAT-395009
		SURAI-575007
41.	Suri Zonal Office	UCO BANK , ZONAL OFFICE , SURI
'''		DUMKA ROAD , BIRBHUM
		SURI 731101
		IN FRONT OF CIRCUIT HOUSE
42.	Varanasi Zonal Office	
4Z.		UCO BANK , ZONAL OFFICE, VARANASI
		DHAN SHRI COMPLEX
		lst Floor , D-63/10 - LM

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Mauza - Tulsipur , Mahmoorganj
VARANASI 221010 , U.P.

List of states/UTs covered under various Regions is given in **Annexure "F".** However, the zone wise classification / Region wise details is only tentative and bank reserves the right to change/modify/reallocate the areas as per its requirements and the same cannot be challenged on any ground (like loss of business etc.)

- b) If two vendors are selected, ratio of allocation of Zones to vendors (L1 and L2) will be 60% and 40% respectively and if three vendors are selected, ratio of allocation among L1, L2 and L3 will be 50:30:20 respectively.
- c) The contract would be for a period of 3 years from the date of agreement of contract subject to annual/periodical review. The Bank will review the performance of vendors periodically/every 12 months based on the feedback received from operating units and will take suitable decision about continuation or otherwise. Bank reserves the right to cancel the contract based on the above review and to modify/reallocate to the selected vendor of some other zone. After three years Bank may extend the contract upto one year after reviewing the performance of vendors.
- d) The selected vendor will be required to supply stationery items as per the indents raised by the branches and offices during the period of contract at the contracted rate within the timeline specified as per **Annexure "G"**. Timeline given in Annexure "G" will be adhered for the request of indents received by the vendor. Please note that files for indents shall be sent on real time basis. However, Bank may change periodicity of sending indent files to vendors. In case of exigency, HO may place indent for any branch/office to be supplied on urgent basis preferably within the said timeline and at agreed rates under Print Management Solutions (PMS).
- e) Vendor may also be given some other additional area and/or some area/Zones may be removed/ modified purely at the discretion of bank as per its requirement for supply of itemat the same contracted rate.
- f) Bank reserves the right to procure item/items from other zone vendor/outside vendor in case of non-performance or as per its requirement. Bank is not bound to procure all the items from the selected vendor.
- g) The list of various items along with tentative consumption in terms of quantity as well as specifications has been given in excel sheet as per **Annexure "K".** However, the items mentioned are only tentative and this number may further increase or decrease considering language (Single/ bilingual/trilingual) as well as fabrication

(Perforation, Folding, Pad Form, booklet, letter form, Centre Pinning, Centre sewing, Centre gluing, Serial Numbering, barcoding, other customized format etc). Bank may amend/delete/add any stationery items any time as per its requirement. The price of any modified item will be arrived as per the changes brought about/ as per the price of similar items and in case of totally new item, its price will be decided as per the nearest matching item/(s) or through methodology by considering the best price discovery practice adhered by the existing vendors of the Bank. The Bank, at its sole discretion, may decide to conduct fresh auction for a new/modified/existing item among the selected/new vendors and may give the supply order PAN India to a separate vendor.

- h) Vendor will have to execute modifications/deletion/addition if any in existing stationery items promptly within the timelines specified by the Bank on a case-to-case basis. While the bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from Bank by the vendor. However, Bank shall reserve the right to make any modifications/deletion/addition keeping in view of the inventory of Vendor and shall inform the vendor appropriately and reasonable time shall be allowed for supply/discontinuation of the same after modifications/deletion/addition.
- i) Vendor should as per its capability/plan keep stocks of item or may print & supply after receipt of order, however the timelines have to be maintained in any case. Though the Bank will be sharing with selected vendor the consumption pattern available with it, the vendor has to take its own decision about stock keeping. Though a tentative consumption details has been given as per Annexure "K" there is no guarantee of any minimum quantity for procurement. Vendors to note that not only the number of item to be supplied but its consumption may also vary drastically. Branches/Offices of the Bank will issue multiple purchase orders i.e indent through Bank's Finacle system or Single sign on system of their stationery requirement.
- j) At times the vendor may be asked to supply stationery (Existing or new) in bulk to large number of branches. Vendor should have the capability & infrastructure to meet the Bank's urgent requirement without any delay.
- k) The items should be dispatched properly and securely packed and unloaded at the destination branch/offices in undamaged condition. Packing and marking of the consignments should strictly conform to the stipulations provided by the Bank from time to time. The chief objective of any packaging is to provide protection to the material from any transit and storing damage. The packaging should also ensure easy handling of the material in dispatch, storage & unloading. **The items received in damaged condition/damaged packing may not be accepted by the bank.** Vendor may have to bear entire cost as per decision of the bank.

- I) Vendor also has to help bank in creating soft copy/artwork of items in a time bound manner, within the timelines specified by the Bank on a case-to-case basis. It also needs to update/share the repository periodically with the bank. Bank at its sole discretion may appoint either (one or more) of the selected L1,L2 or L3 vendors for standardization/re-engineering of current and all future Stock keeping Units(SKUs) based on the technical competency of the selected vendors.
- m) The selected Vendor will have to integrate their IT infrastructure with bank's existing systems for online indenting by branches/offices as well as providing various MIS, periodically/as per requirement. There should be facility for viewing of items at the time of indenting, automatic sms and e-mail generation facility as soon as the vendor IT platform receives any indent from branches/offices and similarly as and when item is dispatched. Also in case of any issue/ grievance, mechanism of sms/e-mail facility should be available. Bank will be sharing in detail with the selected vendors and above is some of the basic/vital IT requirement which the vendor should be possessing/implementing in this model of bank's end to end Stationery management. For this suitable integreable software should be available with the vendor.

As the entire new process is based on the backbone of IT infrastructure, the bidder should evaluate their capability in providing such facility before responding to this RFP.

- n) The delivery/supply mechanism with monitoring and tracking system is to be clearly laid down by the vendor. Vendor should provide tracking ID in its MIS system after dispatching the stationary items of the respective zones/branches spread across the country. The information sharing should be on real time basis based on the integration of IT system of vendor with that of Bank.
- o) A dedicated Team and BANK centric Portal as a Single Point of Contact (SPOC) for all issues pertaining to the stationery & delivery management and complaint redressal has to be provided. An **Escalation Matrix** for all issues to be provided to the HO (Printing & Stationery Department), Zonal Offices or any other department as decided by Bank.
- p) The Bank may at its discretion with prior notice visit and inspect the Printing site, administrative offices and other offices or units of the Vendors as it may deem fit.
- q) The selected vendor is also required to help bank in standardizing the various forms/vouchers/registers for getting the optimum advantage of bulk ordering as well as reduce wastages leading to reduction in cost. Vendors should share with the bank any suggestion/feedback for further improvement.

- r) Supply of Inferior quality/different specifications of items improper or packing/damaged item may be rejected. If inferior quality is found, penalty will be imposed on the inferior quality materials. Similarly, items received in damaged condition may not be accepted and entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor to be depanelled/ blacklisted apart from levy of penalty etc. in any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However the Bank shall inform the Vendor within one week from the receipt of delivery of Supply of Inferior quality/different specifications of items or improper packing/damaged item.
- s) There will be penalty on account of delay in delivery, quality, specifications, grievance redressal, non-performance and other service deficiency etc. Non maintenance of IT platform (regarding dovetailing/integration/maintenance of the system, MIS, call centre, grievance redressal, delivery management etc) as contracted and required to the satisfaction of Bank, may entail shifting of some areas/zones.
- †) As this is an end to end stationery process, vendor/s is/are not expected to retreat from their obligation of the contract awarded due to any reason except with the mutual understanding of bank and vendor, after giving sufficient time for changes if any. Bank reserves the right for invocation of performance Guarantee, levy of penalty, blacklisting etc. in such events.
- u) The Bank has given tentative consumption details, item wise in Annexure 'K' of RFP and considering the Bank' size, the requirement of any item will be substantial so the vendors are requested to quote their finest rate. However, at this stage bank shall not be deemed to have committed for any minimum procurement quantity for any item.
- v)Vendor will have to raise the bills generated only from the system with delivery challan, copy of transport receipt and acknowledgement from the consignees and submit them to the respective zonal office department on monthly basis. In addition to this, vendor has to provide necessary proof of delivery in the disputed cases.

Invoice should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc. The total cost of any item excluding taxes should be the same as agreed/finalized by the bank. GST guidelines are to be observed scrupulously.

Payment (after TDS etc as applicable) will be made online by the respective Zonal **Offices** within 15 days from the date of invoice.

w) At any point of time, if the Bank comes to know about vendor not having competence of participation in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. Bank at its sole discretion, may decide to visit the factory/offices of the vendor to verify its competence. In case, in view of bank if the vendor is not capable enough in terms of IT, Printing, Logistics, support infrastructure etc, bank reserves the right not to allow the vendor from further participating in the process.

3.4 Eligibility Criteria:

The process is open to all Bidders (Incorporated bodies / Partnership Firms) who are capable and interested in meeting bank's implemented IT initiative project viz. Print Management Solutions (PMS). The Vendors intending to bid for Print Management Solutions (PMS) should fulfil the following criteria:-

S. No		Complia (Yes/No)	Documents to be submitted with the Bid
1.	The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/Partnership/ Proprietorship firms under Indian Laws. The Bidder shall submit the certificate of Incorporation along with the		Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of
	Technical Bid in respect of this requirement.		Association and full address of the registered office.

2.	In the last three financial years i.e. 2016-17, 2017-18, 2018-19, the Bidder should have achieved the following: Domestic annual financial turnover on account of supply of stationery or printing and supply of stationery: Rs. 25 Crores. Minimum Tangible Net worth: Rs 15 Crores. Firms should be earning Operating Profit for continuously last three financial years.	Copy of the Audited Balance Sheet for 2016-17, 2017-18, & 2018-19. Bidder to provide certificate from CA certifying the annual Turnover from stationery or printing and supply of stationery services, if the item not mentioned specifically in the Balance Sheet.
3.	Experience in the line of business: Minimum 3 years	Certificates issued by Scheduled Commercial Banks stating the period of empanelment for end-to- end supply of stationery items.

4.	The Bidder should have the experience of having supplied customized stationery to minimum 2 big organizations of repute preferably in Banking, Financial Services & Insurance (BFSI) sector having 50 or more offices/branches spread over 3 or more states with the requisite logistic arrangements.	separately in respect of clients and
5.	The Bidder must have existing owned printing arrangements either owned and/or tied up preferably with ISO or equivalent certifications.	Bidder to submit documents evidencing the tie-up arrangements.
6.	Bidder should have all the necessary approvals/statutory clearances in place to undertake the activities viz. E.S.I.C., P.F., GST Registration and applicable Labor Lawregistration/Licenses.	Photocopies of valid registrations and licenses should be furnished with the Technical Bid.(Self Attested)

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7.	Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. A self- declaration certificate should be enclosed.	Affidavit as per Annexure "J-2"
8.	The Bidder should preferably own an existing IT architecture/e-platform having a web based online ordering, indenting, supply, distribution and monitoring system with provision for detailed MIS as well as a complaint redressal system and delivery management system. They should be able to integrate their platform with that of UCO Bank.	infrastructure. Also details of Technical support which the Bidder to be provided.
9.	The Bidder should be agreeable to make provision of a dedicated help desk for the UCO Bank.	
10.	The Bidders should have the capability to timely deliver stationery items across minimum 3000 branches/offices of the Bank located in different states of the country, including rural, hilly and remote areas.	Bidder should submit documents supporting the information.
11.	The bidder should have Print facilities across the country either owned or tie-up arrangements in all zones- North, South, East, West (Offset Printing Of Stationary)	Proof of establishment of factory
12.	The bidder should provide the Helpdesk support.	Certificate from existing customer where Helpdesk facility is operational.
13.	The bidder should have valid certificate issued from IBA or ISMS(ISO 27001), ISO 9000	
14.	The bidder should have online portal for delivery management of dispatches of branches/offices and Complaint Grievance Redressal System.	Certificate from Organization
15.	The bidder should have storage facilities across the nation to keep Bank Stationaries and there should be availability of CC TV, Fire Extinguisher and	Self declaration in this regard.

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	Alarm System.	
16.	Bidder of PSU/PSE/Private/Public LimitedIndianCompany/Partnership/Proprietorship firms should submit theirKYC/PAN/TAN/GSTRegistration.Should also be submitted of each andevery Directors ofPSU/PSE/Private/PublicLimited Indian Company.	True or certified copies of each and every document.
17.	Bidder of PSU/PSE/Private/Public Limited Indian Company/Partnership/ Proprietorship firms should give their unconditional consent for fetching CIBIL/CRIF data of their Companies/Firms also directors of the companies /partners of the partnership firms or any other authorized persons required as per bank's discretion.	Unconditional Consent letter in this regard.

3.5 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. RFP BIDDING DOCUMENTS

3.6 Documents constituting the RFP (Request For Proposal)

3.6.1 This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Disclaimers (Part-1), Invitation to Bid (Part-2), Instructions For Bidders (Part-3), Terms & Conditions of Contract (Part-4) and various annexures. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information required by the RFP Document or to submit a bid not substantially responsive to the RFP Document in every respect will be at the bidder's risk and may result in the rejection of the bid. While BANK has made considerable effort to ensure that accurate information is contained in this RFP and however it is supplied solely as guidelines for Bidders. Furthermore, during the RFP process,

BANK has disclosed or will disclose in the RFP and through corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

3.7 Clarification / Amendment of RFP Document

3.7.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

3.7.2 Vendor requiring any clarification of the RFP Document may submit written queries by email on or **before 17/08/2020**, to The Asst. General Manager(General Administration Department)

<u>e-mail id:-hogad.calcutta@ucobank.co.in & hoptgsty.calcutta@ucobank.co.in</u>

3.7.3 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP Document, by amendment/cancellation. Any clarification issued by BANK will be in the form of an addendum/ corrigendum. The amendment will be binding on all bidders. BANK, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

3.7.4 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

C. PREPARATION OF RFP BID 3.8 Language of RFP

The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the RFP exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

3.9 Documents Comprising the RFP Bid

3.9.1 The RFP bids should be submitted in one big envelope containing Technical Bid

super-scribed as "RFP Bid For End to End Stationery Management under PRINT MANAGEMENT SOLUTION"

3.9.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

3.9.3 a) Bidder should submit Technical bid as per **Annexure "B"**, **"C-1"**, **"C-2"**, **"C-3"**, **"D"**, **& "H" and as per point no. 3.4** of the RFP document. Documents comprising the "Technical Bid" envelop should contain following:

- i.Bidder Covering Letter as per **Annexure "B"** duly signed by the authorized representative of the Bidder.
- ii. Bidder's information as per **Annexure "C-1, C-2, C-3"** on bidder's letter head duly signed.

iii. Responses and related information to all points of the Questionnaire as per **Annexure "D**" duly signed.

- iv. Earnest Money Deposit of Rs 4,00,000/- by way of Draft/Pay order favouring UCO BANK payable at kolkata.
- v. Non Refundable Bid Fee of Rs 10,000/- by way of Draft/Pay order favouring UCO BANK payable at kolkata.
- vi. Financial statements viz. Balance sheets and profit and loss account statement for last 3 years audited financial statements for 2016-17, 2017-18 and 2018-19.
- vii. A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
- viii.True/Certified copy of Income Tax return, PAN card, GST Regn. Certificate, Certificate of incorporation,Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.
- ix. Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.
- x. True/Certified Copies of audited balance sheet & Profit and Loss a/c for the last three financial years i.e for 2016-17, 2017-18 and 2018-19.

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- xi.A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor
- xii. Number and Name with address of clients/BFSI clients (Mention details separately in respect of clients and BFSI clients). Clients certificate to be enclosed.
- xiii. Bidder to submit documents evidencing either owned or the tie-up arrangements for printing.
- xiv.The bidder should have valid certificate issued from IBA or ISMS(ISO 27001), ISO 9000. Copies of valid certificate to be uploaded
- xv. The bidder should have online portal for delivery management of dispatches of branches/offices and Complaint Grievance Redressal System. Certificate from the organization to be uploaded.
- xvi. Pre Contract Integrity Pact, Letter of Undertaking and Indemnity and Non-Disclosure agreement to be also uploaded.
- xvii. Original Demand Draft of bid fee and EMD,Pre Contract Integrity Pact,Letter of Undertaking and Indemnity,Non-Disclosure agreement, and other above mentioned required documents as demanded by the Bank to be also submitted in hard copy at Uco Bank, Printing and Stationery Deptt.,Head Office, 2 India Exchange Place,Kolkata-700001 on or before **11/09/2020** at 04:00pm.
 - Documents in serial no. i,ii,iv,v,vi,viii,ix,x,xi,xii and xvi required to be scanned and mandatorily be uploaded in our e-tender website with the prescribed form.
 - 3.9.4 Bidder should also submit **Financial bid** as per **Annexure "E"** of the RFP document. **Financial bid should comprise of duly signed copy of Annexure "E" and Annexure "E" to be uploaded in e-tender website only.**
 - 3.9.5 The RFP bids should be submitted in one big envelope containing Technical Bid super-scribed as "RFP Bid For End to End Stationery Management under PRINT MANAGEMENT SOLUTION" should be reached to us along with all documents by 11/09/2020.
 - 3.10 Bid Form

3.10.1 The Bidder shall submit the technical Bid in sealed envelope and Financial Bid to be uploaded in our E-tender Website only.

3.11 Bid Prices

- **3.11.1** The prices should be specified only in "Financial Bid" and must not be specified at any other place in the RFP document. Prices are to be quoted in Indian Rupees only. Quotations for items should represent landed cost i.e. the price should be inclusive of the cost of all materials, labour, packing as per requirement, transport cost, transit insurance, loading and unloading at delivery location, excluding applicable GST.
- **3.11.2** Prices quoted by the Bidder (L1 through process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.12 Revealing of Prices:

The rates and/ or prices in any form or for any reasons should not be disclosed in other parts of the bid except in the financial bid, failure to do so make the bid liable to be rejected.

3.13 Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of BANK. The bidders shall be deemed to license, and grant all rights to BANK, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

3.14 Delivery Schedule & Penalty for Delayed Deliveries/Inferior Quality Items

- 3.14.1 Delivery of any item as per indent should be supplied within given timelines as Mentioned in Annexure "G" from date of placing of order.
- **3.14.2** In case of delay/non supply of items within given timelines , a penalty of 1 percent of the issued purchase order for each day's delay, subject to

maximum amount of five (5) percent of the issued purchase order may be charged to vendor.

- **3.14.3** This amount of penalty so calculated shall be deducted at the time of making payment for the relevant purchase order or as decided by the bank.
- 3.14.4 The Bank also reserves the right to shift some areas/zones/orders to some other vendor or altogether cancel the contract and/or invoke Performance Guarantee apart from levying penalty. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.
- **3.14.5** Penalty terms, in case of supply of inferior quality items and other delinquencies shall be applicable as stimulated in **Annexure "G"**.

3.15 Earnest Money Deposit (EMD)

- **3.15.1** The Bidder shall furnish, as part of its Bid, an EMD of Rs. 4,00,000/-(Rupees Four Lakhs only).
- **3.15.2** The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- **3.15.3** The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Pay Order drawn in favour of UCO BANK payable at Kolkata.

3.15.4 Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.

- **3.15.5** No interest is payable on the amount of EMD.
- **3.15.6** The EMD of the unsuccessful Bidders shall be returned after notification of award.
- **3.15.7** The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit of Rs.8,00,000/- in the form of

Bank Guarantee (Rupees Eight Lakh only) issued by Scheduled Commercial Bank in India other than Uco Bank and valid for a period of 42 months from the date of finalization of Contract.

3.15.8 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

3.16 Period of Validity of RFP Bids

Bid shall be open to accept for the period of 120 days from the date of opening of financial bid. A Financial Bid accepted by the Bank shall be valid for the contract period i.e. 3 years.

- **3.16.1** The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended.
- **3.16.2** The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.17 Format and Signing of RFP Bid

- **3.17.1** The bidder should prepare submission as per this RFP containing Technical Bid and Financial Bid and other requested information.
- **3.17.2** RFP bid should be submitted as mentioned in clause 3.9.
- **3.17.3** The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids.
- **3.17.4** Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

D. SUBMISSION OF RFP BIDS

3.18 Sealing and Marking of Bids

- **3.18.1** Technical bid should be addressed to "The Asst. General Manager (General Administration Department), UCO Bank, Head Office, and should also contain the name, address and contact number of vendor.
- **3.18.2** If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.19 Deadline for Submission of RFP Bids

- 3.19.1 Bids must be uploaded in e-tender website on or before 08.09.2020. Hard copy must be received by the Bank at the address specified on or before 11.09.2020. No bid shall be accepted later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- **3.19.2** In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- **3.19.3** The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.20 Late Bids

3.20.1 Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

3.21 Modification and Withdrawal of Bids

- **3.21.1** No Bid may be modified after the deadline for submission of Bids.
- **3.21.2** No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

E. OPENING AND EVALUATION OF RFP BIDS

3.22 Opening of Bid by the Bank

3.22.1 All the Bids will be opened at the date, time & locations mentioned under the clause in the "Schedule of Events" in Invitation to Bid. The bids will be opened in the presence of representatives of the bidders who choose to attend.

3.23 Preliminary Examination

- **3.23.1** The bids will be examined by the Bank to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order and whether required bid fee and security (EMD) has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.
- **3.23.2** During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- **3.23.3** Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid/disqualification of the bidder.

3.24 Technical Evaluation of Bids/Bid Acceptance (Test of Responsiveness)

- **3.24.1** During Technical evaluation of Bids, the Bank shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered acceptable only if:
 - 3.24.1.1 It is received by the due date of submission including any extension thereof pursuant to Clause 3.7.
 - 3.24.1.2 It is accompanied by bidder covering letter in the format at **Annexure** "**B**" duly signed by the authorized representative of bidder.
 - 3.24.1.3 It is accompanied by board resolution/power of attorney as specified in clause 3.9.3.
 - 3.24.1.4 It is accompanied by bidder's information as per **Annexure "C-1"**, **"C-2"**, **"C-3"** on bidder's letter head.

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- 3.24.1.5It is accompanied by responses & related information to the Questionnaire as per **Annexure "D".**
- 3.24.1.6 It is accompanied by the earnest money deposit of Rs. 4.00 lakhs by way of Draft/Pay Order favouring UCO BANK, Kolkata.
- 3.24.1.7 It is accompanied by non-refundable bid fee of Rs. 10,000/- by way of Draft/Pay order favouring UCO BANK **(Annexure H)**.
- 3.24.1.8 It is accompanied by Audited Balance sheets and profit and loss account for the last three years i.e. 2016-17, 2017-18, 2018-19.
- 3.24.1.9 It is accompanied by a copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
- 3.24.1.10 It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified)
- 3.24.1.11 It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified).
- 3.24.1.12 It contains non-disclosure Agreement duly signed by the Bidder (Annexure J-1).
- 3.24.1.13 It does not contain any condition or qualification.
- 3.24.1.14 It is not non-responsive in terms hereof.
- 3.24.1.15 Bidder of PSU/PSE/Private/Public Limited Indian Company/Partnership/ Proprietorship firms should submit their KYC/PAN/TAN/GST Registration. DIN should also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.
- **3.24.2** Any bid received in a format other than the prescribed format shall be considered to be non-responsive and may be rejected at the absolute discretion of the Bank.
- **3.24.3** The Bank reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Bank in respect of such Bid.

3.25 Evaluation of Financial Bids and Finalization/ Financial or Commercial Evaluation

- **3.25.1** The Financial offers of only those Bidders will be opened, whose bids are found acceptable after technical evaluation.
- **3.25.2** The format for quoting Financial Bid is set out in Annexure "E" wherein Vendors have to submit the price of all the items..
- **3.25.3** The lowest bidder will be declared as L-1, L-2 & L-3.

3.26 Contacting the Bank

- **3.26.1** Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid/disqualification of the bidder.
- 3.26.2 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the contract is awarded.

3.27 Award Criteria

- **3.27.1** The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined the lowest evaluated Bid by Tender Process Committee at HO.
- **3.27.2** The approx. quantity mentioned as per **Annexure-K** is only tentative. Bank does not guarantee procurement of any minimum quantity of various items. Further, the items may be added/modified/deleted and the given list is only tentative. For the same item, there may be further variations based on language.
- **3.27.3** The vendor will be selected as L1, L2, L3 based on the number of items in which vendor has quotes maximum lowest rate. Price i.e. total of stationery items including transportation cost (landing cost for delivery of the stationary to the branches/zones spread across the country). The L1, [L2 or L3- (at the discretion of Bank)] vendor will be awarded the work. The Bank reserves the right to distribute the job to more than one vendor at L-1 rates as per the requirement of the Bank. The Bank will be within its right to distribute/ split the work order in the ratio of 50:30:20 among L1, L2, L3 vendors or 60:40 among L1, L2 vendors under the above tender, if considered necessary in the interest of the Bank provided L-2 and L-3 vendors match the rates offered by L-1.
- **3.27.4** The L1 price finalized after process will be valid for three years from the date of executing the SLA subject to periodical/annual review by Bank for continuation or otherwise. Branches/Offices of the Bank will issue multiple purchase orders i.e. indent through online system of their stationery requirement.

3.28 Bank's right to accept any bid and to reject any or all bids.

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's

action. Bank may at its sole discretion, if it notices that any vendor is not capable of or not having the required facilities as well as understanding of new process of model, may cancel the bid response of concerned vendor. The bid fee may/may not be returned to the vendor and decision will rest with the bank.

3.29 Notification of Award

- **3.29.1** Prior to expiration of the period of bid validity, the Bank will notify the successful bidder/bidders in writing or by e-mail, that his bid has been accepted.
- **3.29.2** The notification of award will constitute the formation of the Contract. The selected vendor will have to enter into detailed contract agreement (Service Level Agreement-SLA) terms of which is tentatively mentioned in "Part-IV Terms & Conditions", NDA (Non-Disclosure Agreement), Security Deposit (Performance Bank Guarantee) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the RFP. The bank may modify/relax/add some more terms and conditions in the contract agreements. Selected Vendors have to execute SLA as per **Annexure-N**.
- **3.29.3** Upon notification of award to the successful bidders, the Bank will notify unsuccessful Bidder and will discharge/return their EMD.

3.30 Performance Bank Guarantee (PBG):

All selected vendors are required to submit Performance Bank Guarantee (PBG) of Rs.8.00 Lakhs, valid for period of 42 months. The PBG should be from a Scheduled Commercial Bank other than UCO Bank and should be valid for a period of 42 months from the date of finalization of the Contract or such other period as the Bank may decide for due performance of the project obligations. Purchase Orders will be released only after receipt of the Performance Bank Guarantee. A format for PBG is attached as per **Annexure I**.

The PBG is required to protect the interest of Bank against the risk of nonperformance/deficiency/non-adherence to terms and conditions as per contract by the successful vendor in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (G), also if any act of the vendor results in imposition of Liquidated Damages then the Bank

reserves the right to invoke the submitted PBG. PBG will also be applicable for MSME Firms.

3.31 Pre-Bid Meeting:

A pre-bid meeting shall be convened on **18/08/2020** wherein, bidders have to give a presentation on Complaint Grievance Redressal system and Delivery Management System as specified in this RFP. In this meeting, queries already submitted by the bidders vide mail/letter prior to the meeting shall be clarified, if any

3.32 Signing of Contract:

- **3.32.1** In the absence of a formal contract, the Bid document, together with the Bank's notification of award thereof, would constitute a binding contract between the Bank and the successful Bidder, if advised by the bank.
- 3.32.2 Failure of the successful Bidder to comply with the requirement of Clause3.29.2 and / or 3.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- **3.32.3** The Bank reserves the right either to invoke Bank Guarantee or to cancel the contract if the Bidder fails to meet the terms of this RFP or contracts entered into with them.

3.33 MISCELLANEOUS

Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART-4. TERMS AND CONDITIONS (T&C)

4.1 Definitions: In this Contract, the following terms shall be interpreted as indicated unless inconsistent with the subject matter or context:

4.1.1 "The Bank" Bank/UCO BANK-Reference to the "the Bank", "Bank" and "Purchaser" shall be determined in context and may mean without limitation "UCO BANK".

- 4.1.2 Bidder/ Vendor/Supplier An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- 4.1.3 Proposal/ Bid the Bidder's written reply or submission in response to this RFP.
- 4.1.4 RFP the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 4.1.5 "The Contract" or "The agreement" means the agreement to be entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.6 Successful Bidder/vendor whose bid is found to be qualified and whose price as per the financial bid is the lowest (L1 vendor; Also L2 & L3 vendor agreeable at L1 Rate) and to whom notification of award has been given by Bank.
- 4.1.7 "The Project" means stationery management process wherein the selected vendors will be responsible for implementation of end to end stationery management solution in the bank i.e. printing of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through software applications apart from generating MIS and support services.

4.1.8 Others:

- a) Language of Bid: All bids and supporting documentation shall be submitted in English.
- b) BANK reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.
- c) Any Bid not containing sufficient information, in view of UCO BANK to permit a thorough analysis may be rejected.

- d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- e) UCO BANK is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same through email/letter/fax before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- g) Bids not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of BANK, the best interest of BANK be served by such waiver.
- h) Bidder understands that the items and consumption details thereof mentioned in the Annexure "K" is only tentative not only the number of items to be supplied but its consumption may also vary drastically.
- BANK shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by BANK in its sole discretion include but are not limited to, the following:
 - (i) Project contemplated is no longer required or has undergone major changes.
 - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - (iii) Proposed prices are unacceptable to the project
 - (iv) The Project is not in the best interest of BANK
 - (v) Any other reason
- j) BANK reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- k) BANK reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.

- I) Bank reserves the right to appoint a consultant at any stage during bidding process.
- m) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, the Bank reserves the right to appoint any person selected through normal recruitment process followed by the bank.
- n) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- o) Vendor should carry out promptly any change request necessitated by the Bank
- p) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed Vendor. Vendor the should be agreeable for by any such undertaking/verification.
- q) In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.
- r) Bids from any vendor whose EMD/BG has been forfeited/invoked by the Bank in the last three years, will NOT be accepted.
- s) Vendor will have to comply with the provisions of all the applicable laws and shall be solely liable & responsible for compliance, concerning or in relation to Procurement/conversion of Papers, Supply of Stationery Items and rendering of related Services. Vendor will have to comply with MSME guidelines regarding Public Procurement Policy of Paper/Paper Conversion from MSE Segment and a certificate related to it may be needed to be submitted to the Bank periodically or as per Bank's requirement. Further, the Vendor would indemnify/make good for the losses suffered by the Bank for non-compliance or any claims against the Bank arising out of any non- compliance of

Government Rules/Regulations related to Procurement/Supply of Stationery Items & related services.

t) Vendor will have to execute a pre-contract integrity Pact with the Bank as per Annexure "L".

Integrity Pact:

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors/ bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason.
- c.Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d.Bidders not to enter into nay undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e.Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g.Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

Printing & Stationery Department 2, India Exchange Place, Kolkata-700 001

a) Shri S R Raman 1A-121, Kalpataru Gardens Near East-West Flyover Kandivali East, Mumbai - 400101 E-mail: - <u>raman1952@gmail.com</u>

b) Ms Vijayalakshmi R Iyer Flat No. – 1402, Barberry Towers, Nahar Amrit Shakti, Chandivali, Powai, Mumbai – 400072 E-mail: - <u>vriyer1955@gmail.com</u>

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Technical Bid.

4.2 Use of Contract Documents and Information

- 4.2.1 The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2.2 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- 4.2.3 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.2.4 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

4.3 Patent Rights

4.3.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods/software/application or any part thereof in India, the Vendor shall act

expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

4.4 Inspection and Quality Control Tests & Audit

- 4.4.1 The Bank reserves the right to carry out factory / go-down/warehouse inspection at by a team of Bank officials or demand a demonstration of the stationery management application/solution proposed on a representative model in Bidder's office apart from testing its printing capabilities. Bank shall have the access to all books, records and information relevant to the services available with the selected vendor.
 - 4.4.2 The Bank may, at its discretion inspect, test regularly/at irregular intervals the products after/before delivery of the same to the Bank and where necessary may reject the products which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin.
 - 4.4.3 The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products which do not meet the specifications provided by the Bank.
- 4.4.4 The inspection and quality control tests may be conducted on the premises/godown/warehouse of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.
- 4.4.5 The Supplier shall use licensed software for all software products, whether developed by it or acquired from others for integration to BANK application for stationery management. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

- 4.4.6 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.
- 4.4.7 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this Contract.
- 4.4.8 Vendor has to mandatorily ensure incorporation of Date and Lot No. on each stationery item, for easy identification by inspecting Bank officials on random basis. Consignments made, if any, to offices/branches of the Bank may be rejected altogether, in absence of such identification marking on the stationery items.
- 4.4.9 In any disputes as regards quality/quantity of item/damaged packing etc, the decision of the Bank will be final. Bank will inform any such visible quality discrepancies (defined as discrepancy in size, colour, pages, finishing discrepancy etc.) within 30 working days from the receipt/acceptance of the delivery as per the Acknowledgement/Verification module available in Bank's System and other modes of communication. However, regarding Non visible quality discrepancies (Defined as GSM or other technical feature that requires some technical skill/instrument/laboratory testing etc.) will not have above restriction of 30 days, which may be raised as and when noticed/identified though within reasonable period and not attributable to storage practices at branches.

4.5 Delivery & Documentation

- 4.5.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at alltransit points.
- 4.5.2 Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the vendor may result in imposition of liquidated damages, invocation of performance Bank Guarantee and/or termination of contract.

4.6 Payment Terms

- 4.6.1 Payment shall be made in Indian Rupees.
- 4.6.2 Payment (after TDS etc as applicable) will be made online by the respective Zonal Office Department, subject to receipt of verification of invoice (Hard & Soft Copies).
- 4.6.3 Payment will be made for the actual weight of the stationery items only. Vendor shall not add the packing weight to the actual weight of the stationery items. Bank will NOT consider the packing weight, whatsoever, for payment, under any circumstances.

4.7 Prices

- **4.7.1** Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons.
- **4.7.2** It is envisaged that there may be intermittent modifications in some/ many of existing stationery items. Similarly, new stationery items may also have to be introduced periodically, to meet business/regulatory requirements. In all such cases, the number of pages increased will be the primary determinant in fixing the pricing of these items, which will be arrived at by rates of comparable items/changes made or rate discovered by the Bank. Bank's decision in this regard will be final and acceptable to all vendors.
- **4.7.3** In case of such modifications in existing stationery items/ introduction of new stationery items, as also mentioned in clause 3.4 (I), bank may consider increase in input costs, subject to a cap on such increase, depending on the timing of such events in the following manner:

Timing during the duration of SLA	Price Cap (maximum)
1 st Year	Nil
2 nd Year	Upto 5% on L-1 rate
3 rd Year	Upto 10% on L-1 rate

However, the list above is a broad, outer perimeter only and the Bank may consider any suitable increase in input costs, which may be well below the ceiling indicative hereinabove. Such increase, though below suggested caps, will have to be accepted by the vendor. Further, there may be cases where price reduction might be discovered as per market prices, forcing bank to consider no increase, or even, suitable reduction, in the rate of the items modified/ newly added. Bank's decision in this regard will be final and acceptable to all vendors.

- 4.7.4 Price negotiations for the modified / newly added stationery items as discussed here in above, will have to be concluded by the vendors in a time bound manner, within timelines specified by the Bank on a case to case basis. Failure to adhere to the stipulated timeline may have damaging implications in terms of Bank's business and operations. Accordingly, as mentioned in clause 3.14.5, Bank will impose stiff penalty on the concerned vendor, as stipulated in Annexure 'G'.
- 4.7.5 The Price fixed by the Bank after price negotiation shall be binding on all the vendors in the Project.

4.8 Change Orders.

- 4.8.1 As per the nature of project, the stationery items (customized/non customized) specifications may be required to be changed/modified as well as new items will be introduced which will be required to be informed to vendor 3 months in advance and incorporated promptly by the vendor and supplied as per order indented by the branches/offices. Bank has to consume 3 months stock lying in the vendor warehouse if any in case of changes/modification in the specifications. In such The change in price as decided by comparable item/otherwise as finalized by the bank will be acceptable to all the vendors. Further the quantity mentioned is only approximate and it may increase/decrease as per bank's requirement.
- 4.8.2 Contract Amendments: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.9 Delays in the Vendor's Performance

- 4.9.1. Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract.
- 4.9.2 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations/defect in performance by the vendor shall render the Vendor liable to the imposition of liquidated damages, or termination of contract, unless an extension of time is agreed upon without the application of liquidated damages.
- 4.9.3 In case of instances of supply of less quantity of any item (detected by Bank subsequently) taking place repeatedly, Bank may, apart from levy of penalty

as per provisions listed out in **Annexure G**, also exercise its right to shift some Zones to some other vendor or altogether cancel the contract apart from levying penalty.

4.10 Penalties and Damages:

- 4.10.1 If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may charge a penalty of 1 percent per day subject to maximum amount of 5% of the order (related purchase order/related item value).
 - 4.10.2 The total penalties recoverable for deliveries not effected within the time frame prescribed in clause 3.14.2 will therefore be capped at 5% of the contract price (related purchase order/related item value).
 - 4.10.3 The vendor's liability in case of claims against the Bank resulting from willful misconduct or gross negligence of vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations shall be for unlimited damages.
 - 4.10.4 If the vendor exits or terminates the contract before expiry of contract period in that circumstances for failure of delivery of any or all of the products or for non-performance the liability of the vendor shall be for Liquidated Damages subject to the maximum of 3 months of the PO Value.

4.11 Conflict of Interest:

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to invoke and appropriate the Bid Security and/or Performance Bank Guarantee, as the case may be, towards the loss and damage suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have

common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to Influence the Bid of either or each other; or
- (f) Such Bidder or any Associate thereof is the Application Solution Provider to the Project or has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

4.12 Standard of Ethics:

- 4.12.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.
- 4.12.2 Without prejudice to the rights of the Bank under Clause hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be permitted to participate in any further EOI/RFP issued by the Bank at the discretion of Bank.
- 4.12.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive practice" means impairing or harming or threatening to impair or

harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.13 Termination for Default

4.13.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

1 Or

- (b) If the Vendor fails to perform any other obligation(s) under the Contract.
- 4.13.2 In the event the Bank terminates the contract, the Bidder shall be liable to liquidated damages of the value of Bank Guarantee without prejudice to other liability of Bidder under this RFP. Further, the Bidder shall also be liable for any excess payment/cost incurred by the Bank for procurement of such products.
- 4.13.3 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products. However, the Vendor shall continue performance of the Contract to the extent not terminated.

4.14 Force Majeure

4.14.1 Notwithstanding the provisions of Terms & Conditions, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 4.14.2 For purposes of this clause, "Force Majeure" means any failure or delay by selected vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination.
- 4.14.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.15 Termination for Insolvency

4.15.1 The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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.

4.16 Termination for Convenience

4.16.1 The Bank, by written notice of 30 days sent to the Vendor, may terminate the Contract, In whole or in part, at any time for its convenience. In such cases bank has to take all the materials lying in the vendor premises and require to pay against such stock items.

4.17 Resolution of Disputes

- 1 The Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- 2 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within thirty (30) days of receipt of the notice.
- 3 The matter will be referred for negotiation between General Manager (Strategic Planning & GAD) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.
- 4 In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by

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arbitration and such dispute/difference shall be submitted by either party for arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- 5 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 6 The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 7 The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

7.1 Taxes and Duties

- 7.1.1 The Vendor will be entirely responsible for all applicable taxes like GST etc. in connection with delivery of products at site including incidental services/unloading etc.
- 7.1.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India
- 7.1.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

7.1.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

7.2 Vendor's obligations

- 7.2.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 7.2.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the goods to the location where delivery is to be done. The Bank would only provide necessary letters if required for enabling procurement of the same.
- 7.2.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 7.2.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 7.2.5 The Vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 7.2.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure J-1** of this document and the Successful Bidder / Vendor shall have to sign the Non-Disclosure Agreement with the Bank.

7.3 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

7.4 Right to use or reject defective product

If the goods are delivered in damaged condition or the specifications/quality varies than the stipulated one, the bank reserves the right to use/reject as it may deem fit. Further, proportionate payment with usual deduction may be made as per bank's discretion.

7.5 Powers to Vary or Omit Work

- 7.5.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- 7.5.2 In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 7.5.3 As per the nature of project, the stationery items (customized/noncustomized) specifications may be required to be changed/modified as well as new items will be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable item/otherwise as finalized by the bank will be acceptable to all the vendors. Further the number of items & its quantity mentioned is only approximate and it may increase/decrease as per

bank's requirement

7.6 No Waiver of Bank Rights or Successful Bidder's Liability

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder gainst Bank.

7.7 Indemnity

The Successful Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against any 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 Successful Bidder, 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 document or breach of any representation or warranty by the Successful Bidder, (iii) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements. The Successful Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Bidder, its employees, and agents
- Breach of any terms of RFP document or Representation made by the Successful Bidder.
- Act or omission in performance of service.
- All successful vendors has to execute Letter of Indemnity as per Annexure-M.

7.8 SET-OFF

a) Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Successful bidder, for breach of any clause of this document from the Successful bidder, against

payments due and payable by Bank to the Successful Bidder for the services rendered.

b) The provisions of this Clause shall survive the termination of the agreement / document.

7.9 Miscellaneous

A detailed contract agreement/SLA will be executed as per **Annexure N** after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per RFP scope as well as requirement of the project and feedbacks of vendors as it deems fit.

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ANNEXURES

Sr. No	ANNEXURE	INDEX	
1)	Annexure A	QUOTING OF RATES and METHOD FOR ARRIVING L1 RATE/VENDOR	
2)	Annexure B	RFP BID COVERING LETTER	
3)	Annexure C-1	DETAILS OF VENDOR/BIDDER	
4)	Annexure C-2	PROFILE AND OTHER DETAILS OF VENDOR/BIDDER	
5)	Annexure C-3	DETAILS OF FACILITIES/INFRASTRUCTURE	
6)	Annexure D	BID QUESTIONNAIRE	
7)	Annexure E	FINANCIAL BID	
8)	Annexure F		
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9)	Annexure G	TIMELINES FOR SUPPLY OF STATIONERY ITEMS TO VARIOUS BRANCHES/OFFICES	
10)	Annexure H	BIDDER'S FORWARDING LETTER FOR BID FEE OF Rs. 10,000/- AND EMD OF Rs. 4,00,000/-	
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12)	Annexure J-1	NON-DISCLOSURE AGREEMENT	
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14)	Annexure K	SPECIFICATIONS OF ALL STATIONERY ITEMS WITH RATES PER UNIT & TOTAL COST	
15)	Annexure L	PRE CONTRACT INTEGRITY PACT	
16)	Annexure M	LETTER OF UNDERTAKING & INDEMNITY.	
17)	Annexure N	DRAFT OF AGREEMENT.	
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Annexure A

QUOTING OF RATES and METHOD FOR ARRIVING L1 RATE/VENDOR:

- All the vendors will be given list of items to be printed with full specification and approximate consumption data as per Annexure K. The vendors will be given opportunity to view/see the hardcopy of printable items.
- The vendors need to give their price for all the items (as per Annexure K) that will be all inclusive i.e. it should include landed cost, materials cost, labour, packing, loading, transit insurance and unloading at delivery location, excluding GST.
- iii. Bank will arrive at the L-1 price of each items. Vendor(s) to necessarily quote for all the items mentioned as per **Annexure "E"**

For Example-

S.no.	Items control number	Vendor-1 (quoted rate)	Vendor-2 (quoted rate)	Vendor-3 (quoted rate)	Final L-1 rate item wise accepted by Bank.
1.	D-1	10.00	10.25	10.85	10.00
2.	D-2A	0.50	0.60	0.45	0.45
3.	D-50A	2.00	2.10	2.50	2.00

Rate quoted by any vendor, the lowest price quoting for single item will be acceptable to the Bank and all the vendors will be offered to accept the lowest rate of particular item quoted by the any vendor.

iv. The vendor will be selected as L1, L2, L3 based on the maximum number of items in which vendor has quotes the lowest rate.

For example:

- >Vendor X quoted lowest rate for 6 items among the 11 items, then the said vendor will be treated as L-1 vendor.
- >Vendor Y quoted lowest rate for 3 items among the 11 items, then the said vendor will be treated as L-2 vendor.
- >Vendor Z quoted lowest rate for 2 items among the 11 items, then the said vendor will be treated as L-3 vendor.

In case of tie-up, then the maximum number of itemwise second lowest rate quoted by the vendor will be considered. Bank's decision in this regard will be final.

v. The L1, [L2 or L3- (at the discretion of Bank)] vendor will be awarded the work. 42 zones spread across the country will be allocated to vendors who will accept the lowest rate (decided by bank) in the ratio of [L1:100][(L1:L2)(60:40) or(L1:L2:L3) (50:30:20)] as per bank discretion. Bank's

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decision in this regard will be final. The selected vendors have to supply at L1 price for all the items.

- vi. In case of any discrepancy in the specifications mentioned and actual item to be printed or any change/modification/addition being brought out in any existing items or addition of any new item, its price will be decided as per the price of similar items proportionately or as per the nearest matching specification or as per the rate decided by Bank. The rate so arrived will be acceptable to all vendors.
- vii. The rates will remain fixed for 3 years.
- viii. In case of non –acceptance by L2/L3 or any dispute, bank will be taking suitable decision as it deems fit.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Bank will be final and binding on the bidders. Bank may also allot the work to more than one vendor on L- 1 negotiated rates and in such case the total quantum of work area wise/zone wise shall be divided amongst the vendors as per requirement of the bank or as the Bank may deem fit.

2 The bank reserves the right to amend/cancel the RFP process/ at any time without assigning any reason.

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RFP BID COVERING LETTER Annexure-B

(To be included in the Technical Bid Envelope)

Τo,

The Asst. General Manager, (General Administration Deptt.)

UCO BANK, Head Office, Kolkata

Dear Sir,

Ref. RFP/NIT No. H.O/Ptg.Sty./Tender/01/2020-21 Date:10.08.2020

1. We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ revisions, if any,furnished by the Bank and we offer to supply the stationery items for the Bank' send to end stationery management, as per the terms and conditions spelt out in the RFP. Contact detail of the authorized signatory and an authorized contact person for our company are:

Particulars	Authorized signatory for signing the RFP.	Authorized contact person.
Name		
Designation		
Email id		
Landline no.		
Mobile no.		
Address		

- 2. We understand that the selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through Bank's software application detailed with vendor's IT system along with generation of MIS and provision of other support services.
- 3. In respect to your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bids in two separate sealed envelopes, one containing Technical Bid and other Financial Bid, both together in one envelope.

- 4. While submitting this bid, we certify that:
 - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
 - We confirm that we have the necessary legal, regulatory, statutory and corporate authority / eligibility and competency to participate in this RFP and also to provide the services as per the RFP if we are selected.
 - We confirm that we fulfill all the eligibility criteria as mentioned in RFP Ref. No...... and we have read, understood and accept the terms and conditions mentioned in the RFP document and have understood the requirement of bank and competent to fulfill the obligation if selected.
 - We confirm that we have quoted for all the items/services mentioned in the bid in our financial bid.
 - prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
 - The rate quoted in the price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
 - We understand that the proposed new process is based on the backbone of IT infrastructure and we are capable of handling the bank's requirement in an efficient manner.
 - We agree for the change in scope of works.
- 5. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form.
- 6. We hereby undertake and agree to abide by all terms and conditions of the RFP and confirm that the rates finalized as per RFP will be valid for a period of three years.
- 7. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against

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fraud and corruption in force in India namely "Prevention of Corruption Act1988".

- 9. We hereby confirm that we have not been declared ineligible by the Government of India/State Governments/ Regulatory Agencies for having indulged in corrupt and fraudulent practices.
- 10. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect or submission of misleading information, the Bank will have the right to disqualify us from the bid apart from forfeiture of EMD/Security Deposit.
- 11. We confirm that the information contained in this response or any part thereof, including its exhibits and other documents and instruments delivered or to be delivered to UCO Bank is true, accurate, verifiable, and complete. We declare that we have disclosed all material information, facts and circumstances to the Bank.
- 12. We hereby declare that none of the directors/partners/owners/majority/shareholders has any direct or indirect interest in UCO Bank.
- 13. We understand that you are not bound to accept the lowest or any Bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

Datedthis...... day of 2020

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

CERTIFICATE AS TO AUTHORIZED SIGNATORIES.

I,.....the Company Secretary/Authorised Officer ofcertify that.....who signed the above RFP is authorized to do so and bind the company by authority of its board/governing body.

Date:

Signature

Place:

(Company Seal)(name)

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3 Annexure C-1 **DETAILS OF VENDOR/BIDDER**

Sr. No	Details	Description
1)	Name	
2) 3)	Constitution of the Bidder	
3)	Date of Incorporation and/or commencement of Business	
4)	Certificate of Incorporation	
5)	Complete postal address/contact details of the bidder	
6)	Brief description of the Bidder including details of its main line of business	
7)	Company website URL	
8)	Particulars of the Authorized Signatory of the Bidder a. Name	
	d. Nome	
	b. Designation	
	c. Address	
	d. Phone Number (Landline)	
	e. Mobile Number	
	f. FaxNumber	
	g. Email Address	

Signature and Seal of Company/Organization

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Annexure C-2 PROFILE AND OTHER DETAILS OF VENDOR/BIDDER:

Sr. No	Particulars	Details		
1)	Executive Summary Brief description of the Bidder that includes details like ownership structure, write-up on business history, growth, business areas, activities etc.	Submit authenticated copies of the Bidder's Memorandum and Articles of Association/Partnership Deed, as applicable.		
2)	 Basic Information a. Company/Firm/Organizatio n Name b. Date of Incoporation c. Name and addresses of Promoters d. Capital e. Name of Indian representative/office(Indicative : Own/Dealer/Distributor, JV) f. Corporate/Head Office Details Address Website Contact Person Phone No. Fax o. Email ID 			
3)	 Financial Information a) Domestic Turnover in INR for last 3 years towards direct sales in supply of Stationery or printing & supply of stationery. b) Operating Profit in INR for last 3 years. c) Tangible Net Worth (TNW) for last three years. 	Submit copies of audited balance sheet of last three years up to 31.03.2019		

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	Experience	Please submit detailed sales/ Storage/ distribution arrangement separately.
4)	Sales/Storage/Distribution Arrangement	Number and name with address of clients/BFSI clients (Mention details
	Number of Clients/BFSI Clients	

		separately in respect of clients and BFSI clients).
5)	Printing Arrangement	Own or Tie-Up Arrangement & their details.
6)	E-platform/IT system used for printing/indenting Technical Support	Details of their existing IT infrastructure. Also submit details of Technical support which the applicant will provide to the Bank.
7)	Details of Bank Centric Helpdesk/Portal.	Details about the facilities vendor plan to provide for complaint & grievance redressal mechanism.
8)	Details of Portal for tracking delivery status of consignments	Details about the facilities vendor plan to provide for Delivery Management System.
9)	Brief details of the key personnel to be associated with the project & their roles & responsibilities, previous experience etc.	

Date: Place:

(AuthorizedSignatory)

Name and designation with Company Stamp

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Annexure C-3

DETAILS OF FACILITIES/INFRASTRUCTURE

Sr. No	Particulars	Details Provided
1.	Registered Office – Complete address with phone number, fax number and email address	
2.	Printing Facilities – Complete address with phone number, fax number and email address	
3.	Warehouses - Complete address with phone number, fax number and email address	
4.	Own Distribution Points - Complete address with phone number, fax number and email address	
5.	Third party Distributors/Dealers -Complete address with phone number, fax numberand email address	

Date: Place:

(AuthorizedSignatory)

Name and designation with Company Stamp

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Annexure D **BID QUESTIONNAIRE**

Sr. No	Criteria	Response	Remark
1.	Whether Bidder vendor has fully understood the requirement of BANK as mentioned in RFP Ref. No. H.O/Ptg.Sty./Tender/01/2020-21 Date:10.08.2020 and whether capabilities to undertake such task have.	Yes/No	
2.	Whether having existing Web interface where by its client can indent and monitor its orders or Whether having existing IT infrastructure to accept online indenting and providing other online support services as mentioned in RFP Ref. No. H.O/Ptg.Sty./Tender/01/2020-21 Date:10.08.2020	Yes/No	If Yes, please mention the workflow and various facilities available and details of any existing client, if any, using it. If No, please mention the plan of setting up of such facility and timeline of completing the same.
3.	Whether having capability of customizing/Dovetailing/ Integrating of IT infrastructure with that of Bank.	Yes/No	
4.	Whether having Own/ Tie-up Operational Print facility spread over India.	Yes/No	Please mention zone wise detailed list of own/tie-up Printers with their specifications & Capacity in terms of weight of paper (in tons)
5.	Whether having Own/Partner operational Warehouse & offices spread across India	Yes/No	Please mention zone wise detailed list of own/tie-up Warehouse &its available Capacity.
6.	Whether Having Experience of Pan India Distribution & Delivery.	Yes/No	Please mention how many postal pin codes touched in 2017-18 for supplying to its client.
7.	Whether Having Existing tie-up with couriers & India Post	Yes/No	Please mention details of tie- up and coverage of couriers in terms of pin codes covered.
8.	Whether complied with Full Statutory requirements.	Yes/No	Please mention Any disputes more than

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			10lakhs.
9.	Whether having BCP/DRP Plan.	Yes/No	Please mention Plan/Write-up how the vendor will meet business continuity in case of any eventuality. Whether it has capability of continuing the operation in case of any breakdown/lockup etc. (a. In case of exigencies printing can be shifted to other own/tie-up Printers; b) Delivery can be arranged with other courier)

Signature	and	Seal	of	Company/Organization
			X	

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FINANCIAL BID Annexure E

		RFP H.O/Ptg.Sty./Te Date:10.08.2020				NO.	
		Price/Rate list of items.					
Sr. No.	Code no	Name Of Item	Forms/Re gister/Pa d/Book/V oucher/E nvelop/M isc	Unit	Unit of Measu re (UoM)	Price as per UoM (landing cost Excludin g taxes)	
1	D-1	Account opening form non- individual(En glish/Hindi)	Booklet	1	1		
2	D-2A	Specimen signature card for non- individual account holder.	Card	1	1		
3	D-50A	Recurring Deposit Passbook	Booklet	1	1		
4	DS-1A	Account opening form for Individual (English/Hindi)	Booklet	1	1		
5	DS-1B	Saving account specimen signature card	Card	1	1		
6	DS-1C	Fixed and Time deposit application form	Form	100 For ms Per Pad	1		

		<u>2</u>		Duco BANI ationery Depo Place, Kolkat	artment	<u>01</u>	Page (66 of 101
	7	DS-2	Pay-in-slip	Voucher	25 vou cher Per Pad	1		
	8	DS-3	Withdrawal Slip	Voucher	25 vou cher Per Pad	1		
	9	DS-5A	Saving a/c. Passbook	Booklet	1	1		
-	10	G-11	Credit Voucher	Pad	100 For ms Per Pad			
-	11	G-12`	Debit Voucher	Pad	100 For ms Per Pad	1		

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ANNEXURE F

STATES/UT WISE COVERAGE OF ZONES OF THE BANK.

S.no.	Name of the State	Zone Name
1	Odisha	Bhubaneshwar
2.	Odisha	Balasore
3.	Odisha	Sambalpur
4.	Chattisgarh	Raipur
5.	Jharkhand	Ranchi
6.	Punjab	Chandigarh
7.	Punjab	Jalandhar
8.	Haryana	Haryana
9.	Himachal Pradesh	Dharamshala
10.	Himachal Pradesh	Shimla
11.	Tamil Nadu	Chennai
12.	Tamil Nadu	Coimbatore
13.	Karnatka	Bangalore
14.	Kerala	Ernakulam
15.	Andhra Pradesh	Hyderabad
16.	Bihar	Begusarai

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17.	Bihar	Patna
18.	Bihar	Bhagalpur
19.	Uttarakhand	Dehradun
20.	Uttar Pradesh	Kanpur
21.	Uttar Pradesh	Lucknow
22.	Uttar Pradesh	Meerut
23.	Uttar Pradesh	Varanasi
24.	Gujarat	Surat
25.	Gujarat	Ahmedabad
26.	Maharashtra	Mumbai
27.	Maharashtra	Nagpur
28.	Maharashtra	Pune
29.	Madhya Pradesh	Bhopal

30.	Madhya Pradesh	Indore
31.	Rajasthan	Jaipur
32.	Rajasthan	Jodhpur
33.	Rajasthan	Ajmer
34.	New Delhi	New Delhi
35.	Tripura	Agartala
36.	Assam	Guwahati
37.	Assam	Jorhat
38.	West Bengal	Burdwan
39.	West Bengal	Hooghly
40.	West Bengal	Kolkata
41.	West Bengal	Salt Lake
42.	West Bengal	Suri

Note: Any other office of bank not mentioned above in column (2) above like CFS/ARMB/Staff College/Training Centers/BSVS and other administrative/operative offices etc. would report to and have support from office of the vendor located in their area falling under concerned BANK Zone/Region. However, the above zone wise classification is only tentative and bank reserves the right to change/modify/reallocate the areas/regions as per its requirements.

ANNEXURE G

TIMELINES FOR SUPPLY OF STATIONERY ITEMS TO VARIOUS BRANCHES/OFFICES

Service Categor y	Duration (Timeline will start from the next day of receiving indent from the branch/office either online/other method)
Delivery of Stationery	 i) All Metro and Urban areas in Group 1 : Within 10days ii) Other Locations in Group 1 : Within 15days iii) State Capital & Urban areas in Group 2 : Within 10days iv) Other areas in Group 2 : Within 15days
	(Group 1 :Delhi, West Bengal, Karnataka , Andhra Pradesh, Telangana , Maharashtra ,Uttaranchal, Kerala, Madhya Pradesh, Bihar, Jharkhand, Gujarat , U T (Chandigarh), Haryana, Tamil Nadu, Orissa, Assam, Punjab, Chhattisgarh, Uttar Pradesh, Rajasthan)
	(Group 2: Tripura, Arunachal Pradesh , Goa , Meghalaya , Sikkim, Andaman & Nicobar Islands, Pondicherry, Jammu & Kashmir, Himachal Pradesh, Manipur, Mizoram, Nagaland others)
Complain t Redressal	Problem resolution within 2 days from the date of lodging issue/complaint. Delay in resolution after 2 days will attract penalty @ Rs. 100/- per day per complaint, max. Rs.25000/- per month.
Reports/MIS	Various MIS/ report at regular interval apart from any specific report as demanded by bank. Delay/Non submission after one week or as extended by Bank, will entail penalty @ Rs. 1000/- per day per complaint, max. Rs.30000/- per month
Penalty	Bank reserves its right of levying penalty charges apart from cancellation of contract for non-performance/ deficiency in services including quality, delay and non-response to any issue/complaint. In case of non-supply of items within given timelines, a penalty of 1 percent of the total consideration (related purchase order/related item value)for each day delay,subject to maximum amount of Five(5) percent of the total consideration (related purchase order/related item value) may be charged to vendor. If maximum is reached liquidated damages also becomes applicable. The Bank also reserves the right to shift some orders to some other vendor or altogether cancel the contract and/or forfeit the security deposit apart from levying penalty. Bank reserves the right to modify the timelines/penalties.

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Penalty	In case of Vendor's Stationery site/Application integrated/			
	dovetailed with Bank's software, the site should be always			
	available for indenting by the branches. Any			
	maintenance/upgradation related activity, which may lead to			
	non-availability of the site/ application should be with prior			
	consultation with the Bank. Vendor will also have to keep its			
	website up-to-date from information security point of view whether			
	by bank or otherwise.			
	by barrie of officiation.			
	Non-availability/accessibility/downtime of vendor's website more			
	than 4 hours in one day will attract penalty @Rs.5000/- per day,			
	maximum Rs.1 lakh per month. Vendor shall respond to all the			
	issues related to site upkeep/maintenance immediately and within			
	same day as far as practicable and shall take endevaour to			
	resolve/arrive at a solution within 4 hours.			
	Bank reserves the right to modify the timelines/penalties at its own			
	discretion.			

Annexure-H

Bidder's Forwarding Letter for Bid Fee of Rs.10,000/-and EMD of Rs.4,00,000/-

To The Asst. General Manager General Administration Deptt. UCO Bank, Head Office

Dear Sir,

SUB: SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT UNDER PRINT MANAGEMENT SOLUTION RFP

Ref: RFP No.H.O/PtgSty/Tender/01/2020-21 Date:10.08.2020

We enclose RFP Bid fee(Non-Refundable) of Rs.10,000/-(Rupees Ten Thousand only.) and EMD Rs.4,00,000/-only (Rupees Four Lakhs only) in the form of a Demand Draft drawn in favour of UCO BANK payable at Kolkata.We also understand and agree that no interest will be paid on EMD amount. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorized Signatory)

Name company/ Organization

Seal Date

Business address

Printing & Stationery Department 2, India Exchange Place, Kolkata-700 001

Annexure I

FORMAT FOR PERFORMANCE BANK GUARANTEE (TO BE STAMPED AS AN AGREEMENT)

> To The Asst. General Manager (General Administration Deptt.), UCO Bank, Head Office

To:

The

.....

.....

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 as amended by The Banking Laws (Amendment) Act, 1985, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the VENDOR) a Private Individual/Proprietorship or Partnership Firm/ Company incorporated under the Companies Act, 1956/2013 having its office/registered office at (Address of the Vendor) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's Letter of Intent bearing no.dated..... For issued to the Vendor in pursuance of Request Proposal no......dated......, as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Vendor of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

and payable under this guarantee without any demur, merely on a demand from UCO BANK 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 UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

- 5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK 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.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs....... (Rupees......) only.

ii) This Bank Guarantee shall be valid uptoand

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

.....(date of expiry of Guarantee including claim period).

8. Dated the day of for...... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

____ Bank Authorised Official

Annexure J-1 NON-DISCLOSURE AGREEMENT (To be stamped as per the Stamp Law of the Respective State)

This Non-Disclosure Agreement is entered into on thisday of, 2020. **BETWEEN**

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No. 10, BTM Sarani, Kolkata-700001 hereinafter referred to as "the Bank" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the FIRST PART/ DISCLOSING PARTY AND

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for consultant for Implementation of PRINT MANAGEMENT SOLUTION.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of eighteen (18) months from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within......days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to

enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f)Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of	For and on behalf of
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:

Annexure J-2

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER DULY NOTARIZED

(To be stamped as per Stamp Act prevailing at the centre of execution)

l,		_sole signatory		artner/authoi	rized	
	M/s			ublic/private	limited	ita
			C	ompany,	having	IIS
	Registered office at and declare as	•••••	(Full Addr	ess) do herel	oy solemi	nly affirm

under:-

- 1. That our company is not blacklisted by any Financial Institution in the similar type business
- 2. That our company has never been convicted or have any cases pending in the court of Law against any Bank/State Government/Central Government/Financial institution in the similar type of business.
- 3. That our company has never defaulted in execution of any contract/order of Bank/Financial institution or has no suit for recovery ever filed by any banking organization against us for violation of terms and conditions.
- 4. I/We hereby declare that our Company______is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
- 5. That our company has never returned any contract/order unexecuted in the similar type of contracts.
- 6. That no Bank/customer of our company is dissatisfied with the machines/Services provided by us and our services are found to be satisfactory by all the Banks/Customers.
- 7. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

(Signature of the Authorized Signatory/Proprietor/Managing Partner/Director with Seal)

DEPONENT

Verified atthat the contents of Paras 1 to 7 of this

Affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorized Signatory/Proprietor/Managing Partner/Director with Seal)

DEPONENT

(Signo	ature	&	Seal	of	Notary)

Printing & Stationery Department 2, India Exchange Place, Kolkata-700 001

Annexure K

Specifications of All Stationery Items with approximate consumption details as per attached excel sheet as well in hard copy

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Annexure L

PRE-CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

Whereas UCO Bank having its registered office at 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 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s______ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of ______ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

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Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) Toencash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or 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 PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then

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that very price 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.

11. Independent External Monitor(s)

11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, BiplabiTrailokyaMaharajSarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact. 11.7 The word **"Monitor"** would include both singular and plural.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

13. 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 provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.

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14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign th	is Integrity Pac ⁻	t at	_on
(Seller/Bidder) and	_on	_ (Buyer)	

BUYER BIDDER * /SELLER* Signature: Signature: General Manager/Dy G M, Authorized Signatory (*) UCO Bank ,

.....Division

Place: Place: Date: Date:

Witness 1: Witness 2:

(Name & Address) (Name & Address)

Annexure-M

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Letter of Undertaking & Indemnity (To be stamped as per the Stamp Law of the Respective State)

To UCO Bank General Administration Department Head Office

- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the 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 the BANK by whomsoever and all losses, damages, costs, charges and expenses that the 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, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.
- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

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- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us.
- 5) This Letter of Undertaking & Indemnityshall survive the Agreement entered into between the Bank and us.

Dated, this......day of20

(Signature of the Authorized Signatory alongwith the seal of the Company)

ANNEXURE-N Draft Agreement

(To be executed on non-judicial stamp paper of requisite value).

Article of agreement made this ______20 between the "UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to timehaving its Head Office at No.10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the "ONE PART and M/s having its registered office at (herein after called "The Vendor") of the other part, which expression should include its successor/s and assignee/s.

And whereas the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

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- (a) Supply order letter no-..... dated
- (b) R.F.P.(Request For Proposal) dated

(c) Corrigendum (if any) dated

GENERAL TERMS & CONDITIONS

- **1.Scope of work:**The selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing of all standardized/non-standardized stationery items in specified formats, quality, specifications and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through Bank's in house stationery ordering system and/or vendor's system along with generation of MIS and provision of other support services.
- 2. Duration of contract:-The contract period for stationery management solution in the bank i.e printing of standardized/Non-standardized stationery items in specific formats, quality, specification in branches of UCO Bank will be valid for a period of three (3) years effective from......2020 unless terminated earlier by the Bank for its own convenience by giving 30 days' notice in writing to the vendor without assigning any reason(s) and without any cost(s) or compensation therefore.

In case the performances of the Vendor are not found in consonance with the terms of this Agreement and if not rectified by Vendor, Bank may terminate the Agreement at its sole discretion by giving 30 days' notice in writing without assigning any reason(s) and without any cost(s) or compensation there for and also without prejudice to its right(s) and contention(s) available under the Agreement and any other law(s) for the time being in force.

3. Price and Taxes:

The price shall be firm and binding without any escalation through the contract period. The prices (in Indian Rupees) must indicate All inclusive Price but excluding GST. GST will be paid extra by Bank at actual rate prevailing at that time.

(a)Additional Terms & Condition on GST are as follows:

(b)Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

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(c) The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN¹. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

- (d)UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.
- (e)Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by the vendor for a particular year before September of the succeeding financial year.

The purchase order/ work order shall be void, if at any point of time the vendor is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

Placement	of	Order/Letter	Of	Indent(LOI):
		•••••••		

4. Supply Order & Terms of Payment (Bank will not pay any advance):- Supply order to be given by branch of UCO Bank by using software provided by the vendor, to the vendor. Head Offices will disburse 100% payment to the vendor upon successful & Satisfactory supply, on furnishing of bills, invoices ,receipts for all materials supplied duly certified by the branch, to prove that the material

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purchased are as mentioned in the specification in compliance to the terms of contract and/or Purchase Order and statutory deductions as per Rule.

Vendor has to ensure and deliver the material within the time agreed as per **Annexure-G**from the date of purchase order. The bills are to be submitted directly to Head Office for settlement of dues. If delays are observed in performances or deliveries and the time for such performances or deliveries is not extended by the Bank, Bank will be free to terminate the contract without further notice and without any cost/compensation therefor and the Performance Bank Guarantee submitted by defaulting Vendor will be invoked and amount will be forfeited without prejudice to Bank's rights and contentions available under contract and the laws for the time being in force.

- 5. Modification of Work/Purchase Order: Bank reserves the right to modify(i.e. addition/reduction) the Purchase order/Work Order as per its requirement and the payment for such addition/reduction would be determined on pro rata basis or on mutual consent of the parties.
- 6. INTEGRITY: Each and Every bidder has to execute Integrity Pact as per Bank's format as per Annexure-L on Non-Judicial Stamp Paper of appropriate value and submit it with the Technical Bid.
- 7. Performance Bank Guarantee:-"Vendor shall be liable to furnish a Performance Bank Guarantee of Rs 8.00 lacs (Rupees Eight Lacs) only, asper enclosed format in Annexure-I, issued by any scheduled commercial bank other than UCO Bank valid for 42 months) either before or at the time of execution of this Agreement. If the contract is extended/renewed after the completion of initial term, PBG shall be extended or renewed by the Vendor.

The Performance Bank Guarantee shall act as performance security in case the Vendor is unable to deliver ordered stationery within the stipulated time, Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any or all conditions specified in this Agreement or Purchase Order or is unable to complete supply within the stipulated time.

8. Penalties & Damages:- If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may charge a penalty of 1 percent per day subject to maximum amount of 5% of the order (related purchase order/related item value).

The total penalties recoverable for deliveries not effected within the time frame prescribed in clause 3.14.2 will therefore be capped at 5% of the contract price (related purchase order/related item value).

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The vendor's liability in case of claims against the Bank resulting from willful misconduct or gross negligence of vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations shall be for unlimited damages.

If the vendor exits or terminates the contract before expiry of contract period in that circumstances for failure of delivery of any or all of the products or for nonperformance the liability of the vendor shall be liable for Liquidated Damages subject to the maximum limit as mentioned above.

9. LIQUIDATED DAMAGE: As mentioned in Annexure-G.

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

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

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

The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three(3) months the parties shall hold consultation to resolve the problem satisfactorily.

11.Compliance of laws: The Vendor undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

12.Bidder is required to comply with and adhere to all Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc. Any license, if required for supplying the stationary, needs to be secured by the bidder. The bidder is solely responsible for any legal obligation related to this.

Change in law clause

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Any reduction in the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to a downward adjustment to the contract price to reflect the financial impact of such "Change in law" and the financial benefit thereof shall be given to the Bank.

13. CANCELLATION/TERMINATION:: Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

a) Unnecessary or unwarranted delay in execution of the work allotted.

b) Delay in providing the requisite manpower at the Bank's site.

c) The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

d) Breach of trust is noticed during any stage of the consultancy assignment.

e)The selected bidder commits a breach of any of the terms and conditions of the bid.

f) The selected bidder goes in to liquidation voluntarily or otherwise.

g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

h)If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.

i) If there is any conflict of interest.

j) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.

k)If vendor fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

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In addition to the cancellation of work order/termination of the master contract, the Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor. The Bank also 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 security deposit, if any, under this contract or any other contract/order.

Notwithstading anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the vendor without assigning any reason and without cost or compensation therefore.

11. CONSEQUENCES OF TERMINATION: In the event of termination of the Agreement due to any reason, whatsoever, [whether consequent to the expiry of 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 Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the 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.

In the event of termination of the Agreement due to the expiry of the term of the Contract and the Agreement is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

12.Time of Completion Of Order : As per Annexure-G.

13.INDEMNITY BOND: Vendor agrees to submit Letter of Indemnity as per Bank's format as per **Annexure-N** and submit it with the Technical Bid.

14.RESPONSIBILITY FOR COMPLETENESS: Any supplies and services which might not have been specifically mentioned in this R.F.P/tender / contract but are necessary

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for the design, manufacture, supply, testing, handing over, operationalizing, performance or completeness of the contract, shall be provided / rendered as per the time schedule for the efficient and smooth operation and maintenance of the system under Indian conditions. The approval by the Bank at any stage for any supplies by the vendor shall not relieve the vendor of his obligation.

15. Bank reserves its rights to modify (i.e addition and reduction) the purchase order as per its requirement and the payment of such addition or reduction would be determined on prorata basis or on mutual consent of the parties.

16. PUBLICITY: Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Bidder will not make or allow to make a public announcement or media release about any aspect of the contract unless BANK first gives the bidder its prior written consent.

17. Conflict of Interest.

The vender shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the vendor or the Bidder's team) in the course of performing the service(s) as soon as practical after it becomes aware of that conflict.

18.Dispute resolution mechanism

- a. The Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- b.The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within thirty (30) days of receipt of the notice.
- c.The matter will be referred for negotiation between General Manager (Strategic Planning & GAD) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.
- d.In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- e. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- f. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall

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

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

19. Others Terms-

A. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or Bank and agent.

B. The Vendor shall notify to Bank of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement.

C. The Vendor shall be jointly and severally liable to and responsible for all obligations for performance of works including that of its Associates under the Agreement.

D. The Vendor shall at all times indemnify and keep indemnified Bank any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

E. Governing Laws & Jurisdiction of the court

This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of KOLKATA.

F. All other Terms & Conditions will remain same as stipulated in our R.F.P and subsequent Corrigendum dated Please note that work order no......dated....... along with your offer, the minutes of pre-bid meeting held onthe article of agreement etc. would form part of the contract document.

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G. Non-Disclosure : The Vendor must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and the stickiest of confidence shall be maintained in respect of such information. Selected Vendors have to execute Non-Disclosure Agreement as per **Annexure-J-1**

H. Non Assignment: Vendor shall agree to neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated to any third party by the successful bidder without prior written consent of the Bank.

In witness where of the Employer and the vendor have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank of the vendor By its duly authorized Officer	Signature on behalf in presence of:
In presence of:	
1) Signature	1)Signature
Name with address:	Name with address:
2) Signature	2) Signature
Name with address	Name with address:

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Annexure-O

FORMAT FOR SEEKING QUERIES ON RFP To be provided strictly in Excel Format

Name o Vendor	of	S.no	RFP No.	Page	RFP Clause No.	Text of the existing clause	Queries/ Suggestion

Signature.

Seal of Company

		ANNEXURE "K" OF RFP F	REFERENCI	E NO. H.O/P	tg & Sty/Te	nder/01/202	20-21 Dat	ed 10.0	08.2020)						[
				ons of All St							tails												
	UCO BANK	tion contained in this document is UCd and shall not be used, disclosed to oth ction in whole or in part, this notice and n.	ers or reproduce	ed without the exp	oress written con	sent of UCO BA	NK. If consen	ty of t is given															
																	-						
Sr. No.	Code no	Name Of Item	Forms/Registe r/Pad/Book/V oucher/Envel op/Misc	Unit	Unit of Measure (UoM)	Approx Consumption per year as per UoM	Finished Size In cm	No Of Cover Pages	No Of Inner Pages	Total No Of Pages		Paper Type For Inner Page	Paper Type	GSM For Cover Page	GSM For Inner Page	GSM	Binding Side	Printing Cover	Printing Inner	Total No. of Printing pages	Fabrication/ Specification	Other Operations/ Remarks	Packing
1	D-1	Account opening form non- individual(English/Hindi)	Booklet	1	1	1,00,000	29X23	NA	NA	9	NA	NA	White Maplitho	NA	NA	70	NA	NA	NA	17	Stapler stitching(Using two stapler pin)	NA	Packet of 100 booklet should be wrapped & packed with Kraft paper.
2	D-2A	Specimen signature card for non- individual account holder.	Card	1	1	1.00.000	21.5X14	NA	NA	NA	NA	NA	White M.G Cover	NA	NA	170	NA	NA	NA	2	NA	NA	Packet of 100 Cards should be wrapped & packed with Kraft paper.
3	D-50A	Recurring Deposit Passbook	Booklet	1	1	5,00,000		1	2	3	Blue M.G Cover	White Maplitho	Blue M.G Cover/Mapli tho	170		170 & 70		1	4	5	Folding/Special thread stitching per book	Plastic Lamination of cover page.	Packet of 100 Passbook should be wrapped & packed with Kraft paper.
4	DS-1A	Account opening form for Individual (English/Hindi)	Booklet	1	1	40,00,000	29X23	NA	NA	7	NA	NA	White Maplitho	NA	NA	70	NA	NA	NA	12	Stapler stitching(Using two stapler pin)		Packet of 100 booklet should be wrapped & packed with Kraft paper.
5	DS-1B	Saving account specimen signature card	Card	1	1	60,00,000	18X11.25	NA	NA	NA	NA	NA	White M.G Cover	NA	NA	170	NA	NA	NA	2	NA	NA	Packet of 100 Cards should be wrapped & packed with Kraft paper.
4	DS-1C	Fixed and Time deposit application form		100 Forms Per Pad	,	50,000		NIA	NA	NIA	NIA	NA	White Maplitho			70	Shorter	NA		100	Simple Pad with Gluing at shorter side.	NA	Packet of 10 pad should be wrapped & packed with Kraft paper.
7	DS-2	Pay-in-slip	Form	25 voucher Per Pad	1	20,00,000	27.5X10	NA NA	NA NA	NA 25	NA NA	NA	Cr. Wove D/Demy	NA NA	NA NA		Shorter	NA NA	NA NA	50	1. Simple Pad with Gluing at shorter side. 2. Vertical Perforation For Counterfoil	NA NA	Packet of 50 pad should be wrapped & packed with Kraft paper.
8	DS-3	Withdrawal Slip	Voucher	25 voucher Per Pad	1	25,00,000	15X10	NA	NA	25	NA	NA	Blue printing D/Demy	NA	NA	47	NA	NA	NA	50	Simple Pad with Gluing at shorter side.	NA	Packet of 50 pad should be wrapped & packed with Kraft paper.
9	DS-5A	Saving a/c. Passbook	Booklet	1	1		12.25X10	2	2 8	10	White M.G Cover	White Maplitho	White M.G Cover/Whit e Maplitho	170	70	170 & 70	NA	2	: 8	10	Folding/Special thread stitching per book	Plastic Lamination of cover page.	Packet of 100 Passbook should be wrapped & packed with Kraft paper.
10	G-11	Credit Voucher	Pad	100 Forms Per Pad	1	20,000	18X11.5	NA	NA	100	NA	White Maplitho	NA	NA	NA	70	Shorter	NA	NA	100		NA	Packet of 25 pad should be wrapped & packed with Kraft
11	G-12`	Debit Voucher	Pad	100 Forms Per Pad	1	20,000	18X11.5	NA	NA	100	NA	White Maplitho	NA	NA	NA	70	Shorter	NA	NA	100	Simple Pad with Gluing at shorter side.	NA	Packet of 25 pad should be wrapped & packed with Kraft paper.