

NIT No. 16 /2015-16

25/08/2015

**NOTICE INVITING TENDER FOR PRINTING OF 6700 copies of LOAN POLICY DOCUMENT  
PART – A ( Policy Guidelines)**

UCO BANK invites Tenders from existing empanelled printers for printing of 6700 copies of LOAN POLICY DOCUMENT PART – A (Policy Guidelines)

Please quote your lowest rate per book for printing of LOAN POLICY DOCUMENT PART – A (Policy Guidelines)

**Job will be offered to L-1 Printer only.**

**Specifications:**

Quantity : 6700 books  
No. of Pages : 112 +4 (cover)  
Cover page : 9.7 White MG Cover (Four colour printing)  
Binding : Perfect Binding

**Specimen is available in Printing and Stationery Department, 18, N.S.Road Kolkata- 1.**

Printing in English, **as per the specimen available** in Printing & Stationery Department UCO Bank, Head Office, 18, N.S. Road Kolkata. The department is in need to print 6700 copies. Inner paper for printing will be supplied by the Bank. 9.7kg white Mg cover for cover page to be supplied by the printer. Printing Material has to be supplied and delivered to our Central Store, Kolkata.

**Penalty:** No delay under any circumstances will be excused. Bank will be at liberty to take any action for the delay and will impose penalty of 10% of the cost of printing, and compensation of the amount for getting it printed from others at urgent basis.

**NOTE:**

**YOUR QUOTATION SHOULD BE PER BOOK, INCLUSIVE OF ALL TAXES AND  
DELIVERY CHARGES TO OUR STAFF COLLEGE AND CENTRAL STORE , KOLKATA**

Quotation should reach us on or before 23/09/2015 by 2.00 p.m. in sealed cover super scribing 'Quotation for printing of **LOAN POLICY DOCUMENT PART – A ( Policy Guidelines)** ,Addressed to Dy. General Manager (GA), at the following Address:

**UCO BANK,  
HEAD OFFICE,  
Printing & Stationery Department,  
18, N.S. Road , Kolkata.**

**Any query regarding the specification of books, Please contact to Senior Manager ,  
Printing & Stationery Department,UCO Bank, Head Office,18 N.S.Road Kolkata Kolkata-1(  
Ph. No. 22306562)**

Tender will be opened at 4.00 p.m. on 23/09/2015

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

## **GENERAL TERMS & CONDITIONS**

- i) "UCO Bank" or "Bank" or "Purchaser": The term shall denote UCO Bank with its Head Office at 10, B.T.M. Sarani, Kolkata-700001 and any of its employees/ representative authorized on its behalf.
- ii) "Tenderer"/"Bidder"/"Printer"/"Printer": The term shall mean \_\_\_\_\_ (Name & address of the tenderer) and their heirs, legal representatives, assigns and successors.
- iii) "Printing"/"Work" shall mean the work or works to be done under this contract, as detailed in the Scope of Work.
- iv) "Price Bid" shall mean the Commercial Bid duly priced and submitted in separate cover, with subsequent authorized and approved modifications, if any.
- v) Banks General Documents" shall mean the stationery items of the Bank for the printing of which this tender is floated under this contract.

**1. SCOPE OF WORK:** The work is for printing of 6700 copies of **LOAN POLICY DOCUMENT PART – A ( Policy Guidelines)** , at the instruction of Risk Management Department , Head Office , Kolkata.

### **2. PRICE**

The total price per book shall be quoted in the Financial Bid.

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

If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.

- ii) Price should not be subject to fluctuation of the rupee against foreign currencies or for any other reason(s). The price shall remain firm throughout the period of this contract.

- iii) In case there is a change in the Government norms, taxes etc before supply or presentation of invoices to the Bank, whichever is later, the same shall be borne by the printer

IV) Price quoted shall remain firm for acceptance for 90 days from the last date for submission of filled in tenders.

### 3. DELIVERY

- I. On acceptance of tender, Bank shall issue a Letter of Intent (LOI) to the successful bidder and the bidder shall accept the same within a day of the date of issue of LOI. Firm printing
- II. Firm printing order will be placed by the Bank, only after the successful bidder accepts LOI.

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

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

IV. If the printer fails to deliver the printing items and in the event of such cancellation, the Security Deposit of the printer shall stand forfeited and the printer shall not be entitled to any compensation but the printer shall continue to carry out all his obligations under this contract, including warranty in respect of the printed material that may have already been supplied before cancellation

V. If the Bank, at its sole discretion, decides to accept the delayed supply of any lot of printing items, liquidated damages will be charged to the printer as deem fit by the bank.

The amount of damages so calculated shall be deducted at the time of making any payment after successful completion of supply of the printing items and the cost of transportation and other cost thereon shall be borne by the printer.

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

VII. In case of delivery of printing items, where Road Permit is required for transportation of goods, it is the responsibility of printer to procure the same by making all arrangements required well in advance. However, Bank will provide any letter, if required by the printers for getting the permits. The Bank shall not be responsible for any delay on this account nor will any additional time be allowed for completion of supply.

#### **4. WARRANTY**

- I. The printing items are under printer's comprehensive all inclusive warranty for a period of one year from the date of satisfactory supply.
- II. During the warranty period the printer shall, at his own cost, replace any defective printing items free of cost to the Bank.
- III. Any defect or shortfall of the Books will be intimated to the printer by the Bank and printer shall rectify the defect or make good the short fall within 7 days of such reporting.
- IV. If the printing items cannot be made serviceable within the period stated above, the printer shall replace the printing items, free of cost. Transportation and other costs in this regard, if any, shall be borne by the Printer.
- V. Failure to attend the complaints within 7 days will attract penalty of Rs. 1000/- for each day's delay. The penalty shall be recovered from the printer's bills or from his Performance Guarantee.

#### **5. PAYMENT**

- I. The Bank will not pay any advance for printing items. The bills and invoices shall be prepared by the printer and submitted to Head Office, after satisfactory delivery of printed material. Invoice amount will be paid by the bank within 30 days from the date of submission of the bill, subject to compliance of the following:
  - a) Satisfactory quality & supply of the printing items as per the specification, general terms and conditions of the tender.
  - b) Produce relevant documents pertaining to the delivery of the printing items.
  - c) Various parameters set out by the Bank and duly committed by the printer, while participating in the tender process, must be complied with. If the printing items do not conform to the specifications as per the requirement, the order stands automatically cancelled and the printer shall not be entitled for any payment and the printing items shall be taken back at the cost, risk etc. of the printer. Further in such an event the security deposit furnished by the printer while empanelment shall be forfeited.
  - d) Tax deduction at source (TDS/STDS) as per relevant provisions of Finance Act from time to time.

#### **6. INSURANCE AND RISKS:**

The printer shall arrange Insurance cover for all printing items of the bank to be handover for printing purpose by the bank for all the risks (fire, burglary, natural calamities such as earth quake, flood etc) including transit risk. The Insurance shall be for an amount equal to 110% of the CIF value of the goods delivered.

#### **7. ENFORCEABILITY:**

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

## **8. TERMINATION**

(I) The Bank at its option without prejudice to its rights under the Contract is entitled to terminate the Contract at any time by giving 07 days' written notice to the Contractor in the following circumstance:

- a. in case the Bidder does not comply with any of his obligations/undertakings under this Contract;
- b. if the design, specifications defined by the bank for printing purpose and the Bidder do not conform to the approved technical specifications and other requirements specified in this contract or agreed to by the bidder.
- c. if the Bidder refrains from implementing any of the instructions received from the Bank within the stipulation of this Contract;
- d. in case of any breach of the terms and conditions of this contract by the printer.

(II) If the Printer becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for its business or any assets thereof, compounded with its Creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Printer or to the Receiver or Liquidator or to any person in whom the Contract may become vested or give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing guarantee for amount to be specified by the Bank.

(III) In the event of such termination, the Security Deposit of the printer and the Bank Guarantee shall stand forfeited and the Bank shall have the right to terminate printer deny any future empanelment.

## **9. ASSIGNMENT**

The whole work included in the contract shall be executed by the tenderer and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

## **10. INDEMNITY**

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

## **11. INSPECTION**

The Bank reserves the right to get the printing press inspected by its own technical personnel and / or by any other organization / persons engaged for the purpose and the printer shall have no objection and shall cooperate and provide necessary details/information required for such inspection.

## **12. SETTLEMENT OF DISPUTES**

I. Should any dispute or difference of any kind whatsoever arise between the Bank and the printer in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

II. If after 15 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the purchaser or the printer may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.

III. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

IV. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Printer. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to arrive at a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment shall be final and binding on the parties.

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

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

VII. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, Presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

VIII. Notwithstanding any reference to arbitration herein,

a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

b. the purchaser shall pay the printer any monies due to the printer unless the dispute is relating to such payment.

**13. WAIVER:**

Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original intent.

**14. STATUTORY AND OTHER REGULATIONS:**

The Printer shall comply with all the statutory obligations of the Government of India / State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Printer.

**15. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Kolkata, West Bengal State.

**1. JURISDICTION:**

This agreement shall be subject to the jurisdiction of the Courts in Kolkata, West Bengal.

( On letter Head of the Printer)

**ANNEXURE-I**

**Date:**

**PRICE BID**

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

Dear Sir,

We quote our lowest rates as below in terms of your tender no.00/2015-16 dated 25/08/2015. The rates quoted are inclusive of all taxes, VAT, octroi, delivery charges to destination to your Central Store Kolkata -1

<b>Particulars of items to be printed</b>	<b>Rate per per Book</b>
Quantity : 6700 books No. of Pages : 111 +4 (cover) Cover page : 9.7 White MG Cover (Four colour printing) Binding : Perfect Binding	Rs.....per book

Signature of the printer with Seal