

Cooperative Department, Uttar Pradesh

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| Job | Framing of IT Policy for U.P. Cooperative Bank Ltd. in CBS environment |
| Tender Document fee | Rs. 1000/- (DD favouring "Uttar Pradesh Cooperative Bank Limited, Lucknow") |
| Last Date and time of submission | 28 th August 2013 (Wednesday), 3:00 P.M. |
| EMD | Rs. 40,000/- (DD favouring "Uttar Pradesh Cooperative Bank Limited, Lucknow") |
| Tender No. | COOPBANK/CBS/ITPOLICY/2013-14/04 |

Sealed tender are invited from experienced & capable firms for the job of framing IT Policy for U.P. Cooperative Bank Ltd. in CBS environment. Interested bidders may submit their bids in prescribed proforma at U.P. Cooperative Bank Ltd., H.O., 2 MG Marg, Lucknow – 226001 till 3:00 PM dt. 26/08/2013. Tender documents can be downloaded from website www.upcbl.in.

Managing Director

Indemnity

The bidder shall indemnify, protect and save the Bank against all claims, losses, costs or damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements by the bidder.

Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The bidder shall furnish proof of signature identification for above purposes as required by the Bank. The representative so authorized has to submit an authority letter duly signed by the selected bidder, authorizing him to represent on behalf of the bidder.

Publicity

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

Applicable Law and Jurisdiction of court

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

Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid / contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The Bank reserves the right to recover

'TENDER DOCUMENT' for Formation of IT Security Policies and Procedures

any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

Subcontracting

The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.

Termination

The Bank may at any time terminate the contract by giving written notice to the Selected bidder, if the Selected bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in offering services;
- Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

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

SUPPLEMENTAL TERMS AND CONDITIONS

A. Proprietary and Related Rights

1. Bank Property: All data or information supplied by the Bank to Selected bidder in connection with the services being provided by Selected bidder shall remain the property of the Bank or its licensors. All deliverables to the extent prepared by Selected bidder hereunder for delivery to the Bank (“the Deliverables”) shall be the property of the Bank.
2. Selected bidder Property: In connection with performing the Services, Selected bidder may use certain data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications

(“Technical Elements”). Certain Technical Elements owned or developed by Selected bidder prior to, or independently from, its engagement hereunder and are the sole and exclusive property of Selected bidder and Selected bidder retains all rights thereto, as well as to all modifications, enhancements and derivative works of such Technical Elements created, developed or prepared by Selected bidder during the performance of the Services. Selected bidder also retains right to utilize certain tools and packages developed by third party over which Selected bidder has acquired the rights to use. In addition Selected bidder retains the right to use its knowledge, experience and know-how, including processes, ideas, concepts, and techniques developed in the course of performing the Services, in providing services to other clients. The Bank shall have no rights in the Technical Elements. All working papers prepared by Selected bidder in connection with the Services shall remain the property of Selected bidder.

B. Confidential Information

Confidentiality: Except as otherwise expressly provided in the text of the engagement letter, Selected bidder receiving Confidential Information, as defined below, in connection with the provision of the Services shall not disclose such Confidential Information outside of its organization or use it for any purpose other than in connection with the Services. “Confidential Information” means all information in which a party has rights that is not generally known to the public and that under all the circumstances should reasonably to be treated as confidential or proprietary, whether or not the material is specifically marked as confidential.

C. Relationship of Parties

1. Independent Contractor: Nothing herein contained will be construed to imply a joint venture, partnership, Principal-agent relationship or co-employment or joint employment between the Bank and Selected bidder. Selected bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Selected bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Selected bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person.
2. Concerning Employees: Personnel supplied by either party will be deemed employees of such party and will not for any purpose be considered employees or agents of the other party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers, compensation, disability benefits, and the like.

D. Internet e-mail:

The Bank acknowledges that: (i) Selected bidder, the Bank and others participating in this engagement may correspond or convey documentation via Internet e-mail.