

TENDER DOCUMENT

FOR  
Formation of IT Policy and Procedures in  
Uttar Pradesh Cooperative Bank  
in the state of  
Uttar Pradesh



उत्तर प्रदेश कोआपरेटिव बैंक लि०

मुख्यालय : 2, महात्मा गांधी मार्ग, लखनऊ-226001

**Tender Document No: COOP BANK/CBS/2013-2014/04**

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF UTTAR PRADESH COOPERATIVE BANK LTD AND WILL NOT BE RETURNED. RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM.

(THIS DOCUMENT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM)

**Critical Information Summary**

- 1) The TENDER DOCUMENT is posted on website [www.upcbl.in](http://www.upcbl.in). UPCB reserves the right to change the requirements. However, any such changes will be posted on web site.
- 2) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3) Any clarifications from bidder or any change in requirement will be posted on UPCB website. Hence before submitting bids, bidder must ensure that such clarifications / changes have been considered by them. UPCB will not have any responsibility in case some omission is done by any bidder.
- 4) In case of any clarification required by UPCB to assist in the examination, evaluation and comparison of bids, UPCB may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 5) Please note that all the information required as per the bidding document needs to be provided. Incomplete information in these areas may lead to non-selection.
- 6) **Modification And / Or Withdrawal of Bids:**  
  
Bids once submitted will be treated as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.
- 7) UPCB has the right to reject any or all tenders received without assigning any reason whatsoever.

**NOTE:**

UPCB SHALL NOT BE RESPONSIBLE FOR NON-RECEIPT / NON DELIVERY OF THE BID DOCUMENTS DUE TO ANY REASON, WHATSOEVER.

## 'TENDER DOCUMENT' for Formation of IT Policy and Procedures

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## 1. Schedule of events:

|         |  |  |                          |
|---------|--|--|--------------------------|
| Sr. No. | Bid Reference No.: <b>COOP BANK/CBS/2013-2014/04</b>           |  |                          |
| 1.      | Purpose  | Formation of IT Policies and Procedures in Uttar Pradesh Cooperative Bank in the state of Uttar Pradesh  |                          |
| 2.      | Cost of Tender   | Rs. 1,000/- (Rupees One Thousand only)<br>To be submitted as Demand Draft in favor of “Uttar Pradesh Cooperative Bank Limited”, payable at Lucknow.  |                          |
| 3.      | Earnest Money Deposit  | Rs.40000/- (Forty Thousand Only)<br>To be submitted as Demand Draft in favor of “Uttar Pradesh Cooperative Bank Limited”, payable at Lucknow.  |                          |
| 4.      | No. of Envelopes (Non window, sealed) to be submitted          | Two (2) Envelopes<br><u>Envelope 1 containing:</u><br>1. Technical Bids as per Section 5.<br>(Submit 1 hard copy and 1 soft copy in CD)<br>2. DD towards cost of tender & EMD.<br><u>Envelope 2 containing:</u><br>Financial bid as per Section 6 (Only one bid to be kept). |                          |
| 5.      | Last Date and time of submission                               | 28th August, 2013 3:00 PM  |                          |
| 6.      | Venue, Date and Time of opening of Bids, except Financial bids | At 3:30 PM, on last date of bid submission,<br>U P Cooperative Bank Limited (Head Office)<br>9th Floor, Meeting Hall<br>Mahatma Gandhi Marg,<br>Lucknow – 226001   |                          |
| 7.      | Bid Validity   | 6 months from the last date of submission  |                          |
| 8.      | Address for submission of Bids                                 | The Managing Director<br>U P Cooperative Bank Limited<br>Mahatma Gandhi Marg,<br>Lucknow – 226001  |                          |
| 9.      | Contact Persons:   |  |                          |
|         | Name and Designation   | Phone  | E-mail                   |
|         | Mr. Pankaj Pandey<br>Manager - IT                              | 09415530582  | upcbtender@gmail.com.com |

## **2. Introduction and Disclaimers**

### **2.1. Purpose of Tender Document**

The purpose of Tender Document is to short list companies for Formation of IT Policy and Procedures based on

- 1) Minimum Eligibility Criteria
- 2) Technical bid
- 3) Financial bid.

### **2.2. Information Provided**

The Tender Document contains statements derived from information that is believed to be relevant at the date 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 UPCB. Neither UPCB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

Neither UPCB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

### **2.3. Disclaimer**

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

### **2.4. Costs to be borne by Respondents**

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

### **2.5. No Legal Relationship**

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

## **2.6. Recipient Obligation to Inform Itself**

The Recipient must conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

## **2.7. Evaluation of Offers**

Each Recipient acknowledges and accepts that UPGB may in its absolute discretion apply selection criteria specified in the document for evaluation of Bids for short listing / selecting the eligible companies. The Tender Document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

## **2.8. Errors and Omissions**

Each Recipient should notify UPGB of any error, omission, or discrepancy found in this Tender Document.

## **2.9. Acceptance of Terms**

A recipient will, by responding to UPGB for Tender Document, be deemed to have accepted the terms of this Introduction and Disclaimer.

## **2.10. Process of submission of 'Tender Response'**

### **2.10.1. 'Tender Response' submission:**

'Tender Response' submission is required to be done as under:

One hard copy along with one soft copy (of Technical Bids) is to be submitted at the following address in a single sealed envelope.

The Managing Director,  
U P Cooperative Bank Limited,  
Mahatma Gandhi Marg,  
Lucknow – 226001

Copies of the 'Tender Response' must be submitted before the aforementioned closing date and time mentioned in Critical Information Summary.

**Faxed copies of any submission are not acceptable and will be rejected by the Bank.**

**All copies of 'Tender Response' and attachments must be provided in a sealed envelope.**

If the submission does not include all the information required or is incomplete, the is liable to be rejected.

All submissions, including any accompanying documents, will become the property of UPGB.

Recipients shall be deemed to license, and grant all rights to UPGB to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients and to disclose and/or use the contents of the submission as the basis for processing of Tender,

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notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

### **2.10.2. Tender Document Validity Period**

The Bid must remain valid and open for evaluation according to their terms for a period of at least 6 months from the time the TENDER DOCUMENT closes on the deadline for lodgment of TENDER DOCUMENT.

### **2.11. Point of Contact**

Recipients are required to direct all communications related to this TENDER DOCUMENT, through the Nominated Point of Contact person.

|                  |   |                      |
|------------------|---|----------------------|
| <b>Contact</b>   | : | Mr. Pankaj Pandey    |
| <b>Position</b>  | : | Manager (IT)         |
| <b>Email</b>     | : | upcbtender@gmail.com |
| <b>Telephone</b> | : | 09415530582          |

UPCB will not answer any communication initiated by Respondents later than five business days prior to the due date for lodgment of Tender. However, UPCB may, in its absolute discretion, seek additional information or material from any Respondents after the Tender closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their Fax, email and full address(s) to ensure that replies to Tender could be conveyed promptly.

If UPCB, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then UPCB reserves the right to communicate such response to all Respondents.

UPCB may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the Tender closes to improve or clarify any response.

### **2.12. Notification**

UPCB will notify all short-listed Respondents in writing as soon as practicable about the outcome of their Tender. UPCB is not obliged to provide any reasons for any such acceptance or rejection.

### **2.13. Disqualification**

Any form of canvassing / lobbying / influence / query regarding short listing, status, etc. will be a disqualification.

### **3. Background**

#### **3.1. Introduction**

Cooperative Banks come under three tiers of Short Term Cooperative Credit Structure (STCCS). Following table shows the brief description of STCCS of state of Uttar Pradesh.

| <b>S. No.</b> | <b>Units</b>     | <b>Numbers</b> |
|---------------|------------------|----------------|
| 1             | Head Office      | 1              |
| 2             | Branches         | 28             |
| 3             | Pay Offices      | 39             |
| 4             | Regional Offices | 17             |

#### **3.2. About U.P. Co-operative Bank Ltd**

Uttar Pradesh Co-operative Bank Limited established in 1944 is the apex bank of Cooperative Credit Societies in the State. Beside the State Government 50 district Cooperative Bank and 10 Apex Cooperative bodies is its member. It is a Scheduled Bank. The Bank has 79 offices including 28 branches, 34 pay offices and 17 regional offices (RO). In addition the Bank also regulates The Cadre Authority of the secretaries / senior managers of district cooperative banks and secretaries of primary agricultural credit cooperative societies. The main objective of the bank is to exercise fiscal discipline over district/central cooperative banks, given them professional advice as also to play the role of a balancing center. This apex bank, besides its own financial resources, obtains loans on concessional interest rates from NABARD and through district cooperative banks extends refinance facilities for short term and medium term loans for agricultural production and other allied works. The bank besides agricultural production, extends financial assistance to agriculture-based large and medium processing industries like sugar factories, spinning mills, rice mills, oil mills, vegetable oil mills, solvent extraction plants, cottage industries, cold storage, handloom, agriculture, rural development banks, cooperative housing society, marketing federation, sugar cane society, State Sugar Mills Corporation and NAFED.

#### **3.3. Present IT setup:**

Uttar Pradesh Co-operative Bank Limited (UPCB) at state level has 28 branches in 12 branches has been covered under CBS system, 15 are under process and 1 is pending. UPCB has its own Data Centre.

#### **3.4. Objective**

The 'UPCB' wishes to appoint a competent Company for assisting the Bank in Formation of IT Policies and Procedures of the UPCB. The Company will be responsible as per the scope and timelines outlined below.

Bank's Objective for formation of IT Policies and Procedures is to establish information security effort credibility and visibility and in compliance with Information Technology Act, 2000, guidelines of Reserve



Bank of India and best applicable standards.

### **3.5. Scope**

A description of the envisaged scope is enumerated as under. However, the 'UPCB' reserves its right to change the scope of the 'Tender Document' considering the size and variety of the requirements and the changing business conditions. Based on the contents of the 'Tender Document', the selected 'Company' shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements. The 'UPCB' expressly stipulates that the 'Company's' selection under this 'Tender Document' is on the understanding that this 'Tender Document' contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment.

The 'Company' shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank. The bank will provide only the necessary information and infrastructure to company to enable them to form the IT Policy and Procedures.

#### **3.5.1. Broad Scope of work for formation of IT Policy and Procedures:**

##### **1. IT Governance:**

Corporate Governance constitutes the accountability framework of a bank. IT Governance is an integral part of it. It involves leadership support, organizational structure and processes to ensure that a bank's IT sustains and extends business strategies and objectives. Effective IT Governance is the responsibility of the Board of Directors and Executive Management.

- Roles and Responsibilities and Organizational Framework
- Organization Structure
- Roles and Responsibilities
- IT Organizational Structure
- Critical Components of IT Governance

##### **2. Information Security:**

Information security not only deals with information in various channels like spoken, written, printed, electronic or any other medium but also information handling in terms of creation, viewing, transportation, storage or destruction. This is in contrast to IT security which is mainly concerned with security of information within the boundaries of the network infrastructure technology domain. From an information security perspective, the nature and type of compromise is not as material as the fact that security has been breached. To achieve effective information security governance, bank management must establish and maintain a framework to guide the development and maintenance of a comprehensive information security program.

1. Procedures
2. Risk Assessment

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3. Inventory and data classification
4. Roles and Responsibilities
5. Access Control
6. Information security and information asset life-cycle
7. Physical security
8. User Training and Awareness
9. Incident management
10. Application Control and Security
11. Migration controls
12. Implementation of new technologies
13. Encryption
14. Data security
15. Vulnerability Assessment
16. Establishing on-going security monitoring processes
17. Security measures against Malware
18. Patch Management
19. Change Management
20. Audit trails
21. Information security reporting and metrics
22. Information security and Critical service providers/vendors
23. Network Security
24. Implementation of ISO 27001 Information Security Management System
25. Wireless Security
26. Information security assurance
27. Information regarding delivery channels

### **3. IT Operations:**

IT Operations are a set of specialized organizational capabilities that provide value to customers (internal or external) in form of IT services. Capabilities take the form of functions and processes for managing services over technology lifecycle. IT Operations should ensure effectiveness and efficiency in delivery and support of these services to ensure value for customers.

#### **1. IT Service Management**

- Operational Control
- Facility Management

#### **2. Infrastructure Management**

- Implementation
- Maintenance

#### **3. Application Lifecycle Management**

- Application Development
- Application Maintenance/Management
- Application Management Structure

#### **4. IT Operations Risk Framework**

- Risk Categorization
- Risk Mitigation

#### **4. IT Services Outsourcing:**

Outsourcing may be defined as a bank's use of a third party (either an affiliated entity within a corporate group or an entity that is external to the corporate group) to perform activities on a continuing basis that would normally be undertaken by the bank itself, now or in the future. 'Continuing basis' includes agreements for a limited period.

- Technology Infrastructure Management, Maintenance and Support
- Application Development, Maintenance and Testing

#### **5. IS Audit:**

With the increased technology adoption by Banks, the complexities within the IT environment have given rise to considerable technology related risks requiring effective management. The nature of the Internal Audit department has undergone a major transformation and IS audits are gaining importance as key processes are automated, or enabled by technology. Hence, there is a need for banks to re-assess the IS Audit processes and ensure that IS Audit objectives are effectively met.

- IS Audit
- Audit Charter or Policy
- Planning an IS Audit
- Executing an IS Audit
- Reporting and Follow-up
- Quality Review

#### **6. Cyber Fraud**

With the advances in information technology, most banks in India have migrated to core banking platforms and have moved transactions to payment cards (debit and credit cards) and to electronic channels like ATMs, Internet Banking and Mobile Banking. Fraudsters have also followed customers into this space.

- Fraud prevention practices
- Fraud detection
- Fraud investigation
- Reporting of frauds
- Customer awareness on frauds
- Employee awareness and training

#### **7. Business Continuity Planning**

The pivotal role that banking sector plays is in the economic growth and stability, both at national and individual level requires continuous and reliable services. Increased contribution of 24x7 electronic banking channels has increased the demand to formulate consolidated Business Continuity Planning

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(BCP) guidelines covering critical aspects of people, process and technology. This includes policies, standards and procedures to ensure continuity, resumption and recovery of critical business processes, at an agreed level and limit the impact of the disaster on people, processes and infrastructure (includes IT); or to minimize the operational, financial, legal, reputational and other material consequences arising from such a disaster.

- Business Impact Analysis
- Risk Assessment
- Determining Choices and Business Continuity Strategy
- Developing and Implementing BCP
- Factors to be considered for BCP Design
- Testing BCP
- Maintenance and Re-assessment of Plans
- Procedural aspects of BCP
- Infrastructure Aspects of BCP
- Technology Aspects of BCP

### **8. Customer Education**

In the age of the self-service model of banking, the customer also has to be equipped to do safe banking through self help. It is often said that the best defense against frauds is an aware customer. With fraudsters constantly creating more diverse and complex fraudulent ruses using advanced technology and social engineering techniques to access their victims' accounts, spreading awareness among consumers becomes imperative.

- Communication Strategy
- Concept of communication
- Communication content
- Communication collaterals
- Communication channels
- Evaluation

### **9. Legal Issues**

The Information Technology Act, 2000 (IT Act, 2000) was enacted to handle certain issues relating to Information Technology. The IT Amendment Act, 2008 has made further modifications to address more issues such as cyber crimes. It is critical that impact of cyber laws is taken into consideration by banks to obviate any risk arising there from.

- Critical aspects
- Penalties and Punishments

### **3.6. Expected Deliverables**

- Submission of Interim IT Policy and Procedures covering all the areas of scope of work as defined in the Tender document
- Final IT Policy and Procedures duly signed off from bank

### **3.7. Terms and conditions**

The terms and conditions of the work are given at point No. 7. UPCB reserves the right to modify them, if required, at time of issue of order.

### **3.8. Time frame of the deliverables**

Entire project of formation of IT Policy and Procedures is to be completed within the timeline mutually decided by the 'UPCB' and 'Company' depending on readiness of individual Banks; In other words, the formation of IT Policy and Procedures should be completed within the mutually agreed time schedule; Bank would sign off the Interim IT Security and Procedures within one month upon receipt. If the same is not signed off within one month of receipt, it would be deemed to be accepted and signed off by the individual bank and the company can issue the Final IT Policy and Procedure.

## **4. Selection Criteria**

### **4.1. Tender Methodology**

- a) The tender methodology adopted is "Two Bid System" i.e., Technical Bid and Financial bid.
- b) The Technical Bid should be placed in a non-window sealed cover super-scribed with "Tender Document No. **COOP BANK/CBS/2013-2014/04** "Technical Bid for Formation of IT Policy and Procedures".
- c) The envelope containing Technical Bid should also contain One Demand Draft for Rs.40000/- (Forty Thousand Only) & Rs. Rs.1000/-(One Thousand Only) for Tender Fee.
- d) The DD should be drawn in favor of "Uttar Pradesh Cooperative Bank Limited", payable at Lucknow. The EMD will not carry any interest
- e) The Financial bid should be placed in non-window sealed cover super-scribed with "Tender Document No. **COOP BANK/CBS/2013-2014/04** ", "Financial bid for Formation of IT Policy and Procedures".
- f) All the covers, thus, prepared should also indicate clearly the Name and Address of the company.
- g) The bidder shall bear all the costs associated with the preparation and submission of the bid and UPCB will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- h) Bids submitted without EMD and Application Fee Demand Draft will not be considered for evaluation.
- i) Bids sent by fax or e-mail will not be considered for evaluation.

#### **4.2. Selection Process**

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of Technical evaluation and the price quoted. The Technical and Commercial Assessment shall have weightage of 70% and 30%, respectively, for evaluation, and these weightage shall be taken into consideration for arriving at the L1 price. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

**Phase I (Technical Offer):** Envelope I containing the technical bids will be opened and bidders meeting the eligibility criteria will be short-listed. The bidders need to explain their understanding of the project clearly in their Technical Bid. All bidders scoring more than 70 marks (in technical criteria) will be selected as the Technically Qualified Bidders. In case, less than three bidders get more than 70 marks in the technical criteria, the top three bidders getting the maximum marks in Technical Capability will be given preference, subject to them getting at least 60 marks. In case, UPCB receives only single bid or only one bidder gets technically qualified, then UPCB would allot the tender to such single bidder. The bidders will have to submit the Technical Bid in the attached format – **Annexure A**

**Phase II (Financial Offer):** The Financial bids for short listed bidders after Phase I, will be opened. Based on overall assessment and calculation of L1 vendor given below, selection of L1 vendor will be done. The bidders will have to submit the financial bid in the attached format - **Annexure B**

The Bid shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
  2. EMD (Earnest Money Deposit)
  3. Application money
  4. Technical Bid with detailed activities broken down, effort estimate, and manpower estimated to be deployed along with Annexure E and Annexure F
  5. Compliance certificate for all the terms and conditions as per Annexure D
  6. All copies of certificates, documentary proofs etc.
  7. Technical Bid (Annexure A)
  8. Financial Bid (Annexure -B & C)
  9. Self assessment check list of documents etc. (Annexure G)
- All the relevant pages of the Bids (except literatures, datasheets and brochures) are to be numbered and signed by authorized signatory on behalf of the Bidder.
  - The number should be a unique running serial number across the entire document.
  - The bidder has to submit a soft copy of the entire Bid in a CD. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept

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the same at its discretion.

- The Bids shall be addressed and submitted to: ***“The Managing Director, Uttar Pradesh Cooperative Bank Limited, Vidhan Sabha Marg, Lucknow – 226001”***.
- The bids (arranged as mentioned above) are to be submitted to the Managing Director, UPGB, Lucknow marked with the tender number, at the above address on or before the due date & time as specified.
- The bid submitted anywhere else is liable to be rejected.
- It may be noted that all queries, clarifications, questions etc., relating to this ‘Tender Document’, technical or otherwise, must be in writing only and should be to the **nominated point of contact**. Bidders should provide their E-mail address in their queries without fail.
- The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.
- The Bid should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

### **Vendor Assessment Methodology**

#### Technical Assessment (70% weightage)

- 1) Full marks i.e. 100 (absolute value) will be awarded to the bidder scoring the highest marks as per Ranking methodology for Technical evaluation (Section 5).
- 2) Proportionate marks will be awarded to the other bidders as a percentage of the highest marks received in Section 5.
- 3) Full 70 marks will be awarded to the bidder getting the highest marks.
- 4) Similarly proportionate marks will be awarded to the other bidders.

#### Commercial Assessment (30% weightage)

- 1) Full marks i.e. 100 (absolute value) will be awarded to the bidder quoting the lowest price i.e. Total Contract Value as per Financial bid.
- 2) Proportionate marks will be awarded to the other bidders as a percentage of the lowest quote.
- 3) Full 30 marks will be awarded to the bidder quoting the lowest price i.e. 30% of 100 i.e. 30. Similarly proportionate marks will be awarded to absolute value quoted by other bidders

#### Overall Assessment for calculation of L1:

- 1) Marks scored in Technical Assessment and Commercial Assessment will be added.

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- 2) The bidder scoring the highest marks will be L1.

### **4.2.1. Formats of Bids:**

The bidders should use the formats prescribed by the Bank in the 'Tender Document' for submitting both technical and financial bids.

### **4.2.2. Registration of 'Tender Document'**

Registration will be affected upon 'UPCB' receiving the 'Tender Document' response in the above manner. The registration must contain all documents, information, and details required by this 'Tender Document'. If the submission to this 'Tender Document' does not include all the information required or is incomplete or submission is through Fax mode, the 'Tender Document' is liable to be rejected. All submissions, including any Banking documents, will become the property of 'UPCB'.

### **4.2.3. 'Tender Document' Validity Period**

'Tender Document' will remain valid and open for evaluation according to the terms for a period of at least six (6) months from the time the 'Tender Document' submission process closes on the deadline for lodgment of 'Tender Document's.

### **4.2.4. Notification**

'UPCB' will notify the successful respondents in writing as soon as practicable about the outcome of the 'Tender Document' evaluation process. 'UPCB' is not obliged to provide any reasons for any such acceptance or rejection.

### **4.2.5. Disqualification**

Any form of canvassing / lobbying / influence / query regarding short listing, status etc will be a disqualification.

## **5. Technical Bid**

Firms meeting the eligibility criteria as described in the following sections will be considered for evaluation. The Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity.

### **5.1. Eligibility Criteria**

The Bidder is required to meet the following 'minimum eligibility criteria' and provide adequate documentary evidence for each of the criteria stipulated below:

- 1) The Bidder should be Empanelled Information Security Auditing Organization by CERT-In
- 2) The Bidder should have an office in Lucknow
- 3) The Bidder should have been in Information Security / IS audit business for at least the past 10



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years

- 4) Information Security / audit should be the core business of the company
- 5) The Bidder should not have been blacklisted by any Government Department / PSU / PSE / Banks
- 6) The bidder should not be a vendor of any hardware / maintenance contractor / financial auditor
- 7) The bidder should have formed / reviewed security policy for at least one Government Undertaking / regulator / Bank in India
- 8) At least one of the Directors of the bidder firm who will also be the Team Leader should be CISA Certified, have experience of handling Policy matters of at least one Government Undertaking/ regulator / Bank and should be with the bidder company as a Director for at least 10 years
- 9) The turnover of the company for each of the last 3 years should be at least Rs. 100 Lakhs

The bidder must achieve at least 70% of the marks to qualify on technical parameters for opening of financial bid.

The Managing Director, UPCB, Lucknow, reserves the right to reject the tender without assigning any reason.

The 'UPCB' will apply the Technical Evaluation criteria (methodology) as deemed fit for the purpose of evaluation in consultation with the committee constituted for this purpose. The evaluation criteria as applied by the 'UPCB' will be final and binding and no bidder will have the right to challenge or question the criteria applied by the 'UPCB'.

### **5.2. Evaluation Process**

The 'UPCB' will apply the Technical Evaluation criteria (methodology) as deemed fit for the purpose of evaluation in consultation with the committee constituted for this purpose. The evaluation criteria as applied by the 'UPCB' will be final and binding and no bidder will have the right to challenge or question the criteria applied by the 'UPCB'.

## 6. Terms & Conditions:

### 6.1. Special Terms & Conditions:

- 1) The bidder will offer commercial quote for cost plus applicable taxes.
- 2) Payment terms will be as follows:
  - The professional fees will be paid in the following manner for each item which is described in the Price bid (Annexure B & C)
  - Payment will be made after submission of deliverables to the Bank as under:
    - Payments will be released by the respective Banks' HO within 10 days of submission of respective IT Policy and Procedures & bills to the concerned Banks.
    - The Professional fees will be paid in the following manner

|     |  |
|-----|--|
| 30% | Of the Professional fees against submission of plan / architecture of the IT Policy. |
| 50% | On Submission of Interim IT Policy and Procedures                                    |
| 20% | On Submission of Final IT Policy and Procedures                                      |

- 3) UPGB will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding etc.
- 4) Time is the essence of the contract. If the bidder fails to submit the IT Policy and Procedures within the stipulated time and the delay is attributed to bidder, Uttar Pradesh Cooperative Bank Limited shall impose Liquidated Damages as under:

| S. No. | Condition   | LD %  |
|--------|---|-------|
| A      | Delay up to one fourth period of the prescribed delivery period / Completion of work                  | 2.50  |
| B      | Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work       | 5.00  |
| C      | Delay exceeding one half but not exceeding three fourth of the prescribed period / completion of work | 7.50  |
| D      | Delay exceeding three fourth of the prescribed period / completion of work                            | 10.00 |

- Fraction of a day in reckoning period in formation of IT Policy and Procedures shall be eliminated if it is less than half a day.

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- The maximum amount of liquidated damages shall be 10.00 %.
  - If the selected bidder requires an extension of time in completion of formation of IT Policy and Procedures on account of occurrence of any hindrance, he shall apply in writing to the authority, which has executed the Contract, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of the formation of IT Policy and Procedures.
  - Period may be extended with or without liquidated damages if the delay in the supply of documents is on account of hindrances beyond the control of the bidder.
  - Also liquidated damages would be deducted from the payment due for that milestone.
- 1) The bidder will not sub contract part or complete assignment to any other agency or individual. In case of such unavoidable circumstances, the bidder has to take prior written permission from UPCB for engaging such agency or individual.
  - 2) The bidder shall keep information related to UPCB confidential and will not divulge to outside agencies without written consent from UPCB.
  - 3) The bidder upon selection shall sign the declaration as given in the Annexure A, before commencement of the assignment.

### **6.2. General Terms and Conditions:**

These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidder and may be changed to specific terms and conditions with necessary changes with each Work Order as and when applicable.

#### **1. Adherence to Terms and Conditions:**

The bidders who wish to submit responses to this 'Tender Document' should note that they should abide by all the terms and conditions contained in the 'Tender Document'. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. A line of confirmation to this effect is required along-with Technical Bid.

#### **2. Execution of Agreement:**

The bidder should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the 'UPCB' and (b) Non-disclosure Agreement. The selected bidder should execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. An indicative list of terms & conditions are being mentioned here which may vary according to banks requirement.

**6.3. Broad terms and conditions of the Contract / Agreement: Annexure -A**

**6.4. Other terms and conditions:**

'UPCB' reserves the right to:

- Reject any and all responses received in response to the 'Tender Document'
- Waive or Change any formalities, irregularities, or inconsistencies in Bid format delivery
- To negotiate any aspect of Bid with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all Bids
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to 'Tender Document' by any bidder, with any other bidder(s) /others, in any form.
- Cancel the 'Tender Document' / Tender at any stage, without assigning any reason whatsoever.
- Allot the work in case there is only one bidder or only one bidder gets technically qualified.

Professionalism: The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

Adherence to Standards: The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

The 'UPCB' reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Expenses: It may be noted that Bank will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

The bidder cannot change the 'Team Leader' during entire period of execution of the scope unless consented in writing by the Bank.

The bidder is expected to quote for the prices of the services inclusive of applicable taxes as on the date of bid submission. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

## **7. Annexure / Formats for the Bid**

### **7.1. Annexure A- Technical Bid format**

Particulars to be provided by the bidder in the technical Bid – Tender No. COOP BANK / CBS / 2013-2014 /04

|     |  |  |
|-----|--|--|
| 1.  | Name of the Bidder   |  |
| 2.  | Year of establishment and constitution   |  |
| 3.  | Location of Registered / Head office   |  |
| 4.  | Location(s) of Branch office and address   |  |
| 5.  | Mailing address of the bidder  |  |
| 6.  | Names and designations of the persons authorized to make commitments to the Bank   |  |
| 7.  | Telephone and fax number of contact person   |  |
| 8.  | E-mail addresses of the contact persons  |  |
| 9.  | Details of description of business and business background Service Profile   |  |
| 10. | Details of experience/knowledge possessed in the areas of Project Planning and management, Resource Planning, Role and Responsibility definition, Co-ordination across multiple teams, Project risk analysis and containment   |  |
| 11. | Gross revenue of the bidder<br>Year 2010-2011<br>Year 2011-2012<br>Year 2012-2013  |  |
| 12. | Net Profit of the bidder<br>Year 2010-2011<br>Year 2011-2012<br>Year 2012-2013   |  |
| 13. | Details of the similar assignments executed by the bidder (Name of the Bank and documentary proofs from the Bank are to be furnished)  |  |
| 14. | Name of the team leader identified for this assignment and his professional qualifications and experience / expertise Details of similar assignments handled by the said team leader<br>Documentary proofs for all the assertions are to be enclosed As per Annexure F |  |
| 15. | Details of Number of teams proposed and Team Compositions with reference to the scope and volume of work and availability of skilled persons   |  |

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|     |  |  |
|-----|--|--|
|     | with the firm  |  |
| 16. | Names of the other team members identified for this assignment and their professional qualifications and experience / expertise Details of similar assignments handled by the said team members Documentary proofs for all the assertions are to be enclosed As per Annexure F |  |
| 17. | Estimated work plan and time schedules for providing services for this assignment  |  |
| 18. | Effort estimate and elapsed time are to be furnished in Annexure E   |  |
| 19. | Details of inputs, infrastructure requirements required by the bidder to execute this assignment   |  |
| 20. | Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work,   |  |
| 21. | Details of deliverables the bidder proposes with specific reference to the scope of work   |  |

**Declaration:**

1. We confirm that we are technically eligible for submitting the said Bid for formation of IT Policy and Procedures in Banks as enumerated in the minimum eligibility criteria in the tender document;
2. We confirm that we will abide by all the terms and conditions contained in the 'Tender Document'.
3. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the 'Tender Document', in short listing of bidders.
4. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the Bid and disqualify us from the selection process.
5. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to 'Tender Document'.
6. We confirm that we have noted the contents of the 'Tender Document' and have ensured that there is no deviation in filing our response to the 'Tender Document' and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date:

**Seal & Signature of the bidder**

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**7.2. Annexure B - Financial Bid Format (Per Unit Cost)**

The Financial Bid should contain the Total cost, on a fixed cost basis. The format for the financial bid (Per unit cost) is given below:

| S. No. | Activities                            | Per Unit Cost<br>(Rs.) | Service Tax<br>(Rs) | Total Per Unit Cost<br>(Rs.) |
|--------|---------------------------------------|------------------------|---------------------|------------------------------|
| 1)     | Formation of IT Policy and Procedures |                        |                     |                              |
|        | <b>Total</b>                          |                        |                     |                              |

- Only the total amount inclusive of taxes will be reckoned for selecting L1 Tenderer.
- TDS will be deducted from the amount at the rates prevailing as on the date of payment

**Date:**

**Authorized Signatory**

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**7.3. Annexure C - Financial Bid Format (Consolidated)**

The Financial Bid should contain the Total cost, on a fixed cost basis. The format for the financial bid (Consolidated) is given below:

| S. No | Name of Bank | Cost (Rs.) | Prevailing Taxes (if any) | Total Cost inclusive of all taxes etc) (Rs) |
|-------|--------------|------------|---------------------------|---|
| 1)    |              |            |                           |   |
|       | <b>Total</b> |            |                           |   |

- Only the total amount inclusive of taxes will be reckoned for selecting L1 Tenderer.
- TDS will be deducted from the amount at the rates prevailing as on the date of payment
- Inclusion of any conditional offer shall be rejected

**Date:**

**Authorized Signatory**



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**7.4. Annexure D - Compliance Certificate**

To,

The Managing Director  
Uttar Pradesh Cooperative Bank Limited,  
Mahatma Gandhi Marg  
Lucknow - 226001

Date:

Dear Sir,

Ref: - Tender for Formation of IT Policy and Procedures of UPGB

1. Having examined the Tender Documents including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to conduct the formation of IT Policy and Procedures for the Banks.
2. If our Bid is accepted, we undertake to complete the formation of IT Policy and Procedures within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have never been barred/black-listed by any regulatory / statutory authority.
8. No legal case of any default / blacklisting should have ever been filed by any regulator on the firm.
9. We agree to abide by the all the terms and conditions as mentioned and detailed in the 'Tender Document';

Place:

Date:

**Seal & Signature of the bidder**

Phone No.:

Fax:

E-mail:

**7.5. Annexure E - Estimated Effort and Elapsed Time**

| <b>Sl. No.</b> | <b>Activities</b> | <b>Elapsed time</b> | <b>Effort in Man Days</b> | <b>Name, Qualification &amp; Number of team members who will be deployed</b> | <b>Remarks.</b> |
|----------------|-------------------|---------------------|---------------------------|--|-----------------|
| 1.             |                   |                     |                           |  |                 |
| 2.             |                   |                     |                           |  |                 |

Place:

Date:

**Seal and Signature of Bidder**

**7.6. Annexure F - Proposed Team Profile**

| <b>S. No.</b> | <b>Name of Proposed Engagement Manager /Proposed Team Member</b> | <b>Prof. Qualifications</b> | <b>Certifications/ Accreditations</b> | <b>Banking Solutions expertise (Mention if he has worked in Banks earlier) In terms of years and areas of expertise</b> | <b>IT Expertise in terms of years and areas of expertise</b> | <b>Number of similar assignments involved In Public Sector Banks in India</b> |
|---------------|--|-----------------------------|---------------------------------------|---|--|---|
| 1.            |  |                             |                                       |   |  |   |
| 2.            |  |                             |                                       |   |  |   |
| 3.            |  |                             |                                       |   |  |   |
| 4.            |  |                             |                                       |   |  |   |
| 5.            |  |                             |                                       |   |  |   |

Place:

Date:

**Seal and signature of the bidder**

(Documentary proofs are to be enclosed to substantiate the claims made.)

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**7.7. Annexure G - Self Assessment**

**Check List of Documents:**

Sheet to be attached along-with Technical Bid by the respective bidders duly signed with firm seal;

| S. No. | Particulars  | Attachments                                       | Yes/No |
|--------|--|---|--------|
| 1)     | The Bidder should be Empanelled Information Security Auditing Organisation by CERT-In  | Copy of CERT-In Letter                            |        |
| 2)     | The Bidder should have an office in Lucknow  | Address of Lucknow Office                         |        |
| 3)     | The Bidder should have been in Information Security / IS audit business for at least the past 10 years   | Certificate of Incorporation and Self Declaration |        |
| 4)     | Information Security / audit should be the core business of the company  | Self Declaration                                  |        |
| 5)     | The Bidder should not have been blacklisted by any Government Department / PSU / PSE / Banks   | Self Declaration                                  |        |
| 6)     | The bidder should not be a vendor of any hardware / maintenance contractor / financial auditor   | Self Declaration                                  |        |
| 7)     | The bidder should have formed / reviewed security policy for atleast one Government Undertaking / regulator / Bank in India  | Copy of PO  |        |
| 8)     | At least one of the Directors of the bidder firm who will also be the Team Leader should be CISA Certified, have experience of handling Policy matters of at least one Government Undertaking/ regulator / Bank and should be with the bidder company as a Director for atleast 10 years | Copy of CISA Certificate, Proof of Directorship   |        |
| 9)     | Turnover of the firm (Average in last three financial Years)   | 100 Lacs  |        |

|    |  |              |  |  |
|----|--|--------------|--|--|
| 1) | Desired Tender Application Money Demand Draft attached | Rs. 1,000/-  |  |  |
| 2) | Desired Earnest Money for Tender Demand Draft attached | Rs. 40,000/- |  |  |

|    |  |                            |  |  |
|----|--|----------------------------|--|--|
| 1) | Technical Bid with all attachments provided in a separate sealed cover with required identifications                             | Sealed in a separate cover |  |  |
| 2) | Financial Bid complete in all respect and signed with seal is provided in a separate sealed cover with required identifications; | Sealed in a separate cover |  |  |

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|    |  |                        |  |  |
|----|--|------------------------|--|--|
| 3) | Both the above Bids (Technical & Financial) are sealed in a main cover with proper identification as desired | Sealed in a main cover |  |  |
|----|--|------------------------|--|--|

### **7.8. Annexure H - Broad terms and conditions of the Contract / Agreement:**

The Bidder will have to form the IT Policy and Procedures as defined in the scope at the designated locations within the time period specified for this purpose by the bank.

The award of the assignment will be for a period of one year from the date of signing of the Contract.

Only Persons having **CISA/DISA** qualifications and with adequate experience will be utilized by the formation of IT Policy and Procedures. Franchise of bidder will not be permitted under any circumstances.

Teams comprising CISA / DISA qualified persons as team leaders to be deployed the Bidder to execute the work.

#### **Arbitration:**

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- i. If any dispute, difference or question shall at any time arise between the parties as to the implementation / execution of this project or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the parties hereunder, that the decisions of UTTAR PRADESH COOPERATIVE BANK LIMITED is final and binding , the same shall be referred to arbitration and a final decision, after giving at least 30 days notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out the terms of disputes to a sole arbitrator who shall be appointed as hereinafter provided.
- ii. For the purpose of appointing the sole arbitrator referred to above, UTTAR PRADESH COOPERATIVE BANK LIMITED shall send to the successful bidder within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with the organization of the UTTAR PRADESH COOPERATIVE BANK LIMITED or the successful bidder.
- iii. The successful bidder shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the sole arbitrator and communicate his name to the UTTAR PRADESH COOPERATIVE BANK LIMITED within 15 days of receipt of the names. UTTAR PRADESH COOPERATIVE BANK LIMITED shall thereupon without any delay appoint the said person as the sole arbitrator. If the successful bidder fails to communicate such selections as provided above within the period specified, UTTAR PRADESH COOPERATIVE BANK LIMITED shall make the selection and appoint the sole arbitrator from the panel notified to the successful bidder.
- iv. If the arbitrator so appointed is unable or unwilling to act or refuse his appointment or vacate his office due to any reasons whatsoever, another sole arbitrator shall be appointed by selecting from remaining persons on the panel by UTTAR PRADESH Cooperative Bank Limited.
- v. The sole arbitrator shall have power to open up, review and revise any certificate, opinion of

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decision, requisition or notice and to determine all other matters in dispute which shall be submitted for arbitration and of which notice shall have been given as aforesaid subject to aforesaid. The arbitrator shall be governed by the Indian Arbitration Act, 1957 or such other Act in force.

- vi. The award of the arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the arbitration, the arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and award shall be a reasoned award.
- vii. The fees, if any, of the arbitrator is required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the reference and award including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties to the dispute, in such manner or proportion as may be directed by the arbitrator in the award.
- viii. UTTAR PRADESH COOPERATIVE BANK LIMITED and the successful bidder also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
- ix. Securities contained to be rendered notwithstanding any reference or dispute to the arbitration. It is specifically agreed that the successful bidder shall continue to render their services provided herein with all the diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.

#### **Schedule of Formation of IT Policy and Procedures:**

Tentative schedule for Formation of IT Policy and Procedures will be finalized mutually by the U P Cooperative Bank Limited, Lucknow according to plan to be submitted by the successful bidder:-

| S. No. | Name of Bank | Completion Time (Tentative) |
|--------|--------------|-----------------------------|
| 1.     |              |                             |

### **Delays in the Formation of IT Policy and Procedures**

The Successful Bidder must strictly adhere to the schedule, as specified in the Contract, executed between the bank and the Successful Bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following:

- (a) Claiming Liquidated Damages;
- (b) Termination of the agreement fully or partly

#### **Liquidated Damages for Delay:**

Time is the essence of the contract. If the Successful Bidder fails to submit the report within the stipulated time and the delay is attributed to Successful Bidder, Uttar Pradesh Cooperative Bank Limited shall impose Liquidated Damages as under:

| <b>S. No.</b> | <b>Condition</b>  | <b>LD %</b> |
|---------------|---|-------------|
| A             | Delay up to one fourth period of the prescribed delivery period / Completion of work                  | 2.50        |
| B             | Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work       | 5.00        |
| C             | Delay exceeding one half but not exceeding three fourth of the prescribed period / completion of work | 7.50        |
| D             | Delay exceeding three fourth of the prescribed period / completion of work                            | 10.00       |

- Fraction of a day in reckoning period in formation of IT Policy and Procedures shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10.00 %.
- If the selected bidder requires an extension of time in completion of formation of IT Policy and Procedures on account of occurrence of any hindrance, he shall apply in writing to the authority, which has executed the Contract, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of the formation of IT Policy and Procedures.
- Period may be extended with or without liquidated damages if the delay in the supply of documents is on account of hindrances beyond the control of the bidder.
- Also liquidated damages would be deducted from the payment due for that milestone.



## **Governing Language**

All correspondence and other documents pertaining to the contract shall be written in Hindi or English only.

## **Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable or facsimile and confirmed in writing to the sender's address (the address as mentioned in the contract). A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **Use of Contract Documents and Information**

The Successful Bidder shall not, without the Bank's written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person(s) other than a person(s) employed by the Successful Bidder or in the performance of the Contract. Disclosure to any such employed person(s) shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for purpose of such performance.

Any document, other than the Contract itself, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract, if so required by the Bank.

The Successful Bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

## **Indemnification**

The Successful Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during formation of IT Policy and Procedures.

## **Professional Fees / Charges**

The price charged by the Successful Bidder for the services performed shall not vary from the contracted schedule of fees. Taxes as applicable will be deducted from the fees, as per prevailing rules on the date of payments.

## **Force Majeure**

The Successful Bidder or the Bank is not responsible for delays or non-performance of any contractual obligations, caused by war, blockage, revolutions, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation. If a force majeure situation arises, the Successful Bidder shall promptly notify the Bank in writing of such conditions and the change thereof. Unless otherwise directed by the Bank, in writing, the Successful Bidder shall continue to

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perform his obligations under the contract as far as reasonably practiced and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **Payment Terms**

Payments for the job of Successful Bidder will be milestone payments after completion of each assignment. The Successful Bidder's fees will be paid in the following manner:

|     |  |
|-----|--|
| 30% | Of the Professional fees against submission of plan / architecture of the IT Policy. |
| 50% | On Submission of Interim IT Policy and Procedures                                    |
| 20% | On Submission of Final IT Policy and Procedures                                      |

### **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.

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- 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 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 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

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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.