

TENDER DOCUMENT

FOR

**Implementation of Information and
Communication Technologies (ICT) based
Common Accounting System (CAS) in Primary
Agriculture Credit Societies (PACS)
In the state of Uttar Pradesh**



उत्तर प्रदेश को-ऑपरेटिव बँक लि०

मुख्यालय : 2, महात्मा गांधी मार्ग, लखनऊ-226 001

Tender Document No: COOP BANK/CBS/PACS/2013-2014/01

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Section - 1

Instructions to the bidder

U.P. Cooperative Bank Limited, Head Office 2 Mahatma Gandhi Marg, Lucknow- 226001 has been nominated **“Implementing & Monitoring Agency”** by Uttar Pradesh Government, Sahkarita Anubhag – 1 vide its office order no. 584/49-1-13-8(35)/13 dated 04/04/2013 for the development of human resources and business development of Primary Agriculture Credit Societies(PACS) by implementing ICT based Common Accounting System .

The scheme for the development of PACS by using Information and Communication Technologies (ICT) based monitoring System shall be started on pilot basis in District Bijnor through CBS enabled District Cooperative Bank, Bijnor, for its 96 PACS, and after successful commencement of pilot project the scheme will be extended to rest of the District Cooperative Banks having CBS facility.

The scope of the project is as described in this ‘Tender Document’.

The details of the tender and schedule of events are given below:

Tender Document Reference No.	COOP BANK/CBS/PACS/2013-2014/01
Tender Document Fee	Rs.5000/- (Five Thousands Only)
Earnest Money Deposit (EMD)	Rs.300000/- (Three Lakhs Only)
‘TENDER DOCUMENT’ Document will be available on our website www.upcbl.in	19 th April,2013
Pre bid meeting (The bidder who has purchased the tender document as instructed will be eligible to take part in pre bid meeting) Please mail your query on mail id upcb.lucknow@gmail.com before 26 th April 2013 so that proper responses can be posted on bank’s web site timely.	26 th April,2013 at 12.30 PM , U P Cooperative Bank Limited, Head Office, 9 th Floor, Meeting Hall, 2 Mahatma Gandhi Marg, Lucknow – 226001
Last Date and Time of Technical and Financial Bids Submission	10 th May,2013 (Friday) , 3.00 P.M.
Venue , Date and time of opening of Technical Bids and Presentation , except Financial Bids	10 th May,2013 (Friday) , 3.30 P.M. U P Cooperative Bank Limited,Head Office, 9 th Floor, Meeting Hall, 2 Mahatma Gandhi Marg, Lucknow – 226001
Address for Submission of Bids	The Managing Director, U P Cooperative Bank Limited,(Head Office), 2, Mahatma Gandhi Marg, Lucknow – 226001
Contact Person	Mr. Pankaj Pandey, Manager (IT), U P Cooperative Bank Limited, 2,Mahatma Gandhi Marg, Lucknow – 226001 Phone - 09415530582

Section - 2

2. Introduction

2.1 Purpose of RFP

The purpose of RFP is to shortlist a Total Service Provider (TSP) for formulating and implementing the ICT based Common Accounting System in Primary Agriculture Credit Societies(PACS) of District Cooperative Banks (DCB's) of Uttar Pradesh having CBS Facility.

2.2 Background

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

Three tier Cooperative Credit Structure

Apex bank	UPCB	28 –Branches 39- Pay Offices 17 -Regional Offices
Central bank	DCCBs	50 –DCBs 1349-Branches
PACS	PACS	7479

About Uttar Pradesh 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, give 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. The U.P. Cooperative Bank is nominated as the implementing and monitoring agency for the proposed project.

About DCCBs

There are 50 DCCBs in the state of Uttar Pradesh. The main objective is to provide agriculture (STCCS) in form of cash and fertilizer inputs through their affiliated PACS. There are 1349 no of branches in the state with 7479 PACS affiliated to them. DCCBs mobilize their resources through deposits and by obtaining refinance from NABARD through APEX bank. They also exercise financial discipline over the affiliated societies and ensuring smooth flow of credit. The DCCBs also provide loans to diversified sectors e.g. Salary earner societies, sugar mills, consumer durables, personal loan, taxi loan etc .. The main aim of DCCBs is to keep their cost of fund at the minimum and earning from the interest at the highest to increase their financial margin. 15 district cooperative banks have enabled CBS facility and rest of the banks are in the process of enabling the CBS facility. Although DCB's are transforming and getting CBS enabled but these is lack of ICT in the Primary Agriculture Credit Societies. Therefore, the proposed scheme will be implemented through CBS enabled District Cooperative Banks in the state of Uttar Pradesh , so that the PACS can maintain the pace with district cooperative banks.

About Primary Agriculture Credit Societies (PACS)

There are 7479 PACS in the state of UP. The PACS are lower tire of 3 tire STCCS delivery system. The main function of PACS is to provide crop loan to its member in form of cash & kind (Agriculture inputs).Their main source of fund is borrowing from DCCBs by which they are affiliated. They also take deposits from the members. They also act as procurement centers for various crops (Wheat, Paddy, etc...). Although District Cooperative Banks are transforming and getting CBS enabled but these is lack of ICT in the accounting and business development of Primary Agriculture Credit Societies. Therefore, the proposed scheme will be implemented through CBS enabled District Cooperative Banks in the state of Uttar Pradesh , so that the PACS can maintain the pace with District Cooperative Banks.

2.3 EXISTING PACS DETAILS

Cooperative banks come under 3 tier Short Term Cooperative Credit Structure. There are 50 DCCBs in the state of Uttar Pradesh with its around 1349 branches and One Apex Cooperative bank at state level (UPCB) with its 28 branches.15 DCBs has been covered under CBS system and each bank has its own data centre thus 15 independent data centre are there in the state.

There are 7479 PACS in the state of Uttar Pradesh. Presently the PACS are not having any ICT based common accounting System. Although the branches of district cooperative banks are getting covered under CBS system but no ICT based common accounting system is in place for PACS. The main function of PACS is to provide crop loan to its member in form of cash & kind (Agriculture inputs).Their main source of fund is borrowing from DCCBs by which they are affiliated. They also take deposits from the members. They also act as procurement centers for various crops (Wheat, Paddy,etc...).

Section - 3

3. Requirements

3.1 Objective

The 'UPCB' wishes to appoint a Competent and Senior Firm of Chartered Accountants / Total Service Provider (TSP) , for formulating and implementing the ICT based Common Accounting System in Primary Agriculture Credit Societies.

The main objective is to develop human resources and the business of PACS . The systems should be formulated in such a way that the efficient financial monitoring on day to day activities and business of PACS can be maintained by keeping pace with CBS enabled District Cooperative Banks. The TSP will be responsible as per the scope and timelines outlined below.

- To formulate and design Information and Communication Technologies (ICT) based Financial System for Primary Agriculture Credit Societies;
- To implement Information and Communication Technologies (ICT) based Financial System for Primary Agriculture Credit Societies;
- To arrange skilled and efficient human resources at every PACS level for efficient financial system ;
- To help in the diversification and the development of PACS business activities;
- To implement ICT based common Accounting System so that day to day transactions of PACS get accounted for in most transparent manner ;
- To ensure efficient financial management through Real time data and real time upkeep of books and transactions at PACS level;
- To reduce Non Performing Assets relating to PACS ;
- To maintain and verify day to day financial and other transactions of PACS ;
- That PACS operations are carried out in a controlled environment ;
- Adequacy of PACS performance integrating to DCB'S ICT (Information and Communication Technology) and CBS infrastructure ;
- To implement SMS alert facility for day to day updates to members;
- Capacity management of PACS infrastructure is optimized to deliver services effectively and efficiently ;

3.2 Scope of Work

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 Total Service Provider(TSP) firm shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for the Bank and PACS, 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 selection of 'Total Service Provider' 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 a part of the assignment.

The 'Total Service Provider'(TSP) 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.

The TSP in their response to the bid need to clearly specify the hardware requirements needed to meet the project objective.

The suggested Hardware should comply with **MICRO ATM Standards Ver. 1.5.1 (http://www.iba.org.in/upload/MicroATM_Standards_v1.5.1_Clean.pdf) and should also adhere to NABARD Guidelines.**

The TSP is required to implement the proposed project giving due importance to the functionalities of the PACS, functionalities with respect to various parameters with necessary validations of each designed process

The Total Service Provider is required to formulate, design , integrate, create the master data base and Implement and monitor the ICT based Common Accounting System with special reference to the proposed technology and in most efficient and transparent manner.

The Total Service Provider is required to arrange skilled and efficient human resources at every PACS level for day to day running of efficient financial system.

The Total Service Provider is required to help in the diversification and the development of PACS business activities.

The Total Service Provider also has to make remedies to mitigate the shortcomings noticed in the PACS functioning.

The Total Service Provider also has to integrate the various records presently maintained by PACS in the proposed Common Accounting System.

The Total Service Provider also has to arrange for skilled manpower, hardware, software, connectivity, consumables, maintenance, buffer manpower and alternative arrangements for uninterrupted day to day operations of PACS and its members.

The Total Service Provider firm shall also conduct periodical internal audit to ensure system validations and reconciliations under the direct supervision of Chartered Accountants.

The Total Service Provider shall ensure adequacy of PACS performance by integrating the proposed system to DCB'S ICT (Information and Communication Technology) and CBS infrastructure ;

The Total Service Provider shall ensure SMS alert facility for day to day updates to PACS members;

The Total Service Provider has to design the accounting system in such a manner that on the one hand all the prescribed guidelines/ specifications by various authorities are met and on the other hand PACS can be developed as independent profit centers.

Major Areas which will require to be covered are:

- a) Total Service Provider for ICT based Common Accounting System for PACS
- b) Development of Human Resources of Primary Agriculture Credit Societies
- c) Business Development Resources of Primary Agriculture Credit Societies
- d) Financial Monitoring of Primary Agriculture Credit Societies

The work shall be conducted on pilot basis in District – Bijnaur , for its 96 PACS, and after successful commencement of pilot project the scheme will be extended to rest of the District Cooperative Banks having CBS facility.

a) Total Service Provider for ICT based Common Accounting System for PACS :

The ‘Total Service Provider’(TSP) shall be required to undertake to perform all such tasks, render requisite services and make available such human resources and other resources as may be required for the successful completion of the entire assignment. The TSP in their response to the bid need to clearly specify the hardware requirements needed to meet the project objective. The TSP is required to implement the proposed project giving due importance to the functionalities of the PACS, functionalities with respect to various parameters with necessary validations of each designed process. Initially the project shall be implemented on pilot basis and the scope of project may be extended to other CBS enabled district cooperative banks on the basis of performance and requirement. The Total Service Provider is required to formulate, design, integrate with existing CBS system at DCB, create the master data base and Implement of the ICT based Common Accounting System with special reference to the proposed technology and in most efficient and transparent manner. The Total Service Provider shall ensure SMS alert facility for day to day updates to PACS members. The Total Service Provider also has to arrange for skilled manpower, hardware, software, connectivity, consumables, maintenance, buffer manpower and alternative arrangements for uninterrupted day to day operations of PACS and its members.

b) Development of Human Resources of Primary Agriculture Credit Societies :

The Total Service Provider is required to arrange skilled and efficient human resources at every PACS level for day to day running of efficient financial system. The Total Service Provider firm shall also conduct periodical internal audit to ensure system validations and reconciliations under the direct supervision of Chartered Accountants.

c) Business Development of Primary Agriculture Credit Societies :

The Total Service Provider is required to help in the diversification and the development of PACS business activities. The TSP skilled manpower shall look after various activities of the PACS, so that the existing PACS staff shall be engaged for the core activities like business promotion, recovery and other business expansion activities. The objective of existing staff shall be the capacity building of PACS. In effect, the human resources can be put to the best use.

d) Financial Monitoring of Primary Agriculture Credit Societies :

The TSP shall undertake periodic internal audit, reconciliation and shall impart training on the proposed system to PACS staff. The PACS shall be under overall supervision of Chartered Accountants .

3.3 Expected Deliverables :

What Total Service Provider (TSP) will provide?

- To formulate, design and implement Information and Communication Technologies (ICT) based Financial System for Primary Agriculture Credit Societies;
- To arrange for required hardware and software as per approved specifications;
- To integrate the proposed system with the existing CBS system of District Cooperative Banks ;
- To arrange for system connectivity, maintenance and consumables ;
- To arrange skilled and efficient human resources at every PACS level for efficient financial system ;
- To maintain PACS financial accounts and stock records on ICT based common Accounting System on day to day basis;
- To reconcile the accounts of PACS and DCB's on periodical basis;
- To make suggestions for the reduction of Non Performing Assets relating to PACS and its members;
- To arrange for SMS alert facility for day to day updates to PACS members;
- To impart training to PACS staff on proposed system;

The entire work has to be got done by Skilled Staff and qualified Chartered Accountants and the skilled staff and professionals of hired technology firm having requisite experience and expertise in the area of Cooperatives.

The deliverables consists of technology therefore the Bidder will be allowed to hire any Technology Firm/ Company for the successful Implementation of the Project.

What Bank will provide?

- Place, furniture at PACS level
- A computer at Branch level for maintaining the centralized PACS setup at branch.
- Access rights & Connectivity with data centre to the TSP to enable them to carry out the proposed assignment.
- PACS/ member readable records for master data creation.

The deliverables can be altered after the successful commencement of Pilot Project

3.4 Time Frame of The Deliverables

Entire project of the Implementation of ICT based Common Accounting System to be completed in respect of all the modules within the timeline mutually decided by the 'UPCB' and 'Total Service Provider' depending on readiness of individual Banks; In other words, the Implementation of project by TSP should be completed within the mutually agreed time schedule.

3.5 Terms and Conditions

The terms and conditions of the work are given in Section 6 below, UPCB reserves the right to modify them, if required, at the time of issue of order.

The Total Solution Provider may also submit specific suggestions/ recommendations and other detailed steps for enhancing the performance and adequacy of the project.

Section - 4

4. Selection Criteria

4.1 Tender/RFP Submission Procedure

- 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 sealed non-window cover super-scribed with “Tender Document No..... – TECHNICAL BID – for ICT Based COMMON ACCOUNTING SYSTEM IN PACS”. The Technical Bid as per Annexure – 1 should be organized in proper manner and should be submitted as per the following sequence:
- Table of Contents (List of documents enclosed) ;
 - Earnest Money Deposit (EMD) in the form of Demand Draft of Rs. 3,00,000/- (Three Lacs Only) in favour of Uttar Pradesh Cooperative Bank Limited payable at Lucknow ;
 - Cost of Tender Document in the form of Demand Draft of Rs. 5000/- (Rupees Five Thousands Only) in favour of Uttar Pradesh Cooperative Bank Limited payable at Lucknow ;
 - Technical proposal with detailed components/activities broken down, Technology Firm/ Company Required for the Implementation of Project and manpower estimated to be deployed along with Annexure- 1, 5, 6 and 7 ;
 - Compliance certificate for all the terms and conditions as per Annexure - 4;
 - All copies of certificates, documentary proofs etc. ;
 - Self assessment check list of documents etc. (as per Annexure - 8) ;
 - The Technical Bid should be supported with a detailed power point or real time presentation covering methodology and total scope of work. The proposed methodology should be consistent with the technical approach showing understanding of the Tender Document/ RFP and ability to translate them in to an ICT based feasible financial monitoring and evaluation System ;
 - The Technical offer should be complete in all respects and contain all information asked for except prices. The Technical Offer should not contain any price information.
- c) The **Financial Bid** as per Annexure – 2 and Annexure - 3 should be placed in a sealed non window cover super- scribed with with “Tender Document No.....– FINANCIAL BID – for ICT Based COMMON ACCOUNTING SYSTEM IN PACS”. The financial offer should give all relevant price information. Conditional offer shall be liable to be rejected.
- d) The Technical and Financial offers must be submitted separately. It may be noted that if any envelope is found to contain both technical and financial offers, such offer will be summarily rejected.

- e) Both the sealed envelopes containing offers must be addressed and submitted to the Bank at the same time directly as under and must be put in to a main envelope in sealed condition giving full particulars at the UPCB's address given below, on or before 03.00 p.m., 10th May, 2013 . The bid submitted anywhere else is liable to be rejected.

The Managing Director,
Uttar Pradesh Cooperative Bank Limited,
Head Office,
2 Mahatma Gandhi Marg, Lucknow – 226001

- f) Offers received after the last date and time specified above will be summarily rejected. All envelopes should be securely sealed and stamped.
- g) *All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and signed by authorized signatory on behalf of the Bidder.*
- h) The number should be a unique running serial number across the entire document.
- i) **The bidder has to submit a soft copy of the entire proposal in a CD in a single file of word format.** 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 the same at its discretion.
- j) It may be noted that all queries, clarifications, questions etc., relating to this 'Tender Document', technical or otherwise, must be raised in Pre Bid Meeting. Bidders should provide their E-mail address in their queries without fail.
- k) The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.
- l) Bids submitted by FAX or email will not be considered for evaluation.

4.2 Selection Process

All the bids shall be evaluated by an Evaluation Committee setup for this purpose by the Bank. The evaluation shall be on the basis of Technical Evaluation and the price quoted. A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. 70% weight age would be given to the Technical evaluation and 30% weight age would be given to the Financial bid and these weight age shall be taken in to consideration for arriving at L – 1 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 accordingly. If the bidder does not accept the correction of the error, his / their bid(s) will be rejected and the EMD shall be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

Financial proposals of only the Technically Qualified & shortlisted Firms shall be opened. The evaluation committee will review the detailed content of each Financial Proposal. For Financial Evaluation, Overall Total Financial quote will be considered.

Phase – 1 TECHNICAL OFFER AND PRESENTATION – ENVELOPE – 1

Envelope 1 containing the technical bid of each bidder will be opened and the bidders shall give the power point or real time presentations. The detailed presentation should cover methodology and total scope of work. The proposed methodology in the presentation should be consistent with the technical approach showing understanding of the Scope of Work and ability to translate them in to a feasible solution and financial monitoring and evaluation system by using latest information and communication technology. The bidders must achieve at least 70% of the marks to qualify on technical parameters for opening of financial bid. 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. The bidders will have to submit the Technical Proposals in the attached format ***Annexure – 1.***

Phase – II FINANCIAL OFFER – ENVELOPE – 2

Envelope 2 containing the Financial Bids for only short listed bidders after Phase 1 , will be opened . The bidders will have to submit the Financial Bid in the attached format ***Annexure – 3.***

Vendor Assessment Methodology

Technical Assessment (70% weight age)

- a) 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). Full 70 marks will be awarded to the bidder getting the highest marks i.e. 70 % of 100.
- b) Proportionate marks will be awarded to the other bidders as a percentage of the highest marks received after technical evaluation as per section – 5

Financial/ Commercial Assessment (30% weight age)

- a) The lowest price bid shall be given 100 points. Whereas the other bids shall be given points on pro-rata basis in inverse proportion.
$$F(s) = (LP / BP) \times 100$$
, where
F(s) stands for Financial Score out of 100
BP stands for Bidder's price
LP stands for the lowest price among all the short-listed bidders.
- (b) Full 30 marks will be awarded to the bidder quoting the lowest price i.e. 30% of 100.

Overall Assessment for calculation of L 1

- a) Marks scored in Technical Assessment and Financial Assessment will be added.
- b) The bidder scoring the highest marks will be L 1.

The 'UPCB' will notify the name of the Successful Bidder.

4.3 Formats of Bids

The bidders should only use the formats prescribed by the Bank in the ‘Tender Document’ for submitting both technical and financial bids. The presentations should be submitted in power point or any other mode covering methodology and total scope of work. The proposed methodology should be consistent with the technical approach showing understanding of the Tender Document/ RFP and ability to translate them in to an ICT based feasible financial monitoring and evaluation System.

4.4 Earnest Money Deposit

The intending bidders should pay along with Technical Bids an **Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three Lacs only)**. The EMD shall be paid by Demand Draft drawn in favor of “Uttar Pradesh Cooperative Bank Limited”, payable at Lucknow. The EMD will not carry any interest.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” issued by Bank.
- The bidder violates any of the provisions of the terms and conditions of this Tender specification.

4.5 Tender document fee

The intending bidders should pay in advance an **Application Money of `5000/- (Rupees Five thousand only)** for the purchase of Tender document. The application money shall be paid by Demand Draft drawn in favor “Uttar Pradesh Cooperative Bank Limited”, payable at Lucknow. The application money is non-refundable.

The EMD and Tender cost should be kept in original with the Technical Offer being submitted to the Bank.

4.6 Pre bid Meeting

The pre bid conference shall be held on 26/04/2013 from 12.30 p.m. at 9th floor meeting hall of U.P. Cooperative Bank Limited, Mahatma Gandhi Marg, Lucknow. It would be mandatory to bring the Original Demand Draft for Tender Document Application Money of Rs. 5000/- in the pre bid meeting. The Demand Draft should bear the name and address of the bidder on its back. The original demand draft shall be returned in the meeting itself for subsequent submission at the time of Technical bid. This practice is resorted to keep the pre bid meeting for serious bidders only. The responses to clarification/ pre bid meeting will be posted on website by 30/04/2013.

4.7 For Respondent Only

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

4.8 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/ email mode, the 'Tender Document' is liable to be rejected. All submissions, including any Banking documents, will become the property of 'UPCB'.

4.9 '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 Documents'.

4.10 Notification

'Uttar Pradesh Cooperative Bank (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.

4.11 Disqualification

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

4.12 Requests for Information/ Proposal

Respondents are required to direct all communications related to this 'Tender Document', through the Nominated Point of Contact person

Contact : Mr. Pankaj Pandey
Designation : Manager(IT)
Address : Uttar Pradesh Cooperative Bank,
Head Office,
2- Mahatma Gandhi Marg,
Lucknow - 226001.
Telephone : 09415530582
Email : upcb.lucknow@gmail.com

All queries relating to the 'Tender Document', technical or otherwise, must be in writing only to the Nominated Point of Contact. 'UPCB' will not answer any communication initiated by Respondents later than five business days prior to the due date of lodgment of Tender Document. However, 'UPCB' may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondent after the 'Tender Document' closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address(s) and full address(s) to ensure that replies to Tender Document 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 Document' closes to improve or clarify any response.

Section - 5

5. Technical Bid

The Bidder meeting the eligibility criteria as described in the following section will be considered for evaluation.

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 with the *Comptroller & Auditor General (C&AG)* of India.
2. The Bidder should be empanelled with the *Reserve Bank Of India (RBI)*.
3. The Bidder should be registered with the *Institute of Chartered Accountants of India (ICAI)*.
4. The Bidder should be a experienced auditing firm and should have been in existence for a period of at least 10 years.
5. The Bidder should have registered office in India, Preferably in Uttar Pradesh Lucknow .
6. The Bidder should have at-least 2(Two) FCA exclusively with the bidder continuously for more than 10 years.
7. The Bidder should have a partner who possess DISA/ CISA qualifications .

8. The Bidder should have average turnover of minimum Rs. 2 crores in last three consecutive years & should be in profit during last 3 year. Credentials of hired technology firm / company can be used for the calculation of turnover of the bidder.
9. The bidder having Similar Professional experience relating to Primary Agriculture Credit Societies (PACS) in last 3 Years will be preferred.
10. The Bidder having audit experience of District Cooperative Banks (DCB) in last 3 years will be preferred.
11. If the bidder require they can hire the services of technology firm / company details of each hired/proposed to be hired technology firm/ company should be clearly mentioned and necessary credential must be submitted.
12. The Bidder should not have been blacklisted by any Government Department/ PSU / PSE or Banks in India.

Supporting Documents for Eligibility Criteria:

1. Following supporting documents must be submitted by the bidder along with the technical proposal:
 - (a) For S. No. 1 above, the bidder must submit an attested copy of empanelment letter from C & AG.
 - (b) For S. No. 2 above, the bidder must submit self attested documentary evidence in support of the empanelment with RBI.
 - (c) For S. No. 3,4,5 and 6 above, the bidder must submit an attested copy of Constitution Certificate of the Institute of Chartered Accountants of India as on 01/01/2013 .
 - (d) For S. No. 7, the bidder must provide the copy of DISA/ CISA certificate in support of the same;
 - (e) For S. No. 8, the bidder must submit, a copy of the applicant firm's and the hired/proposed to be hired technology firm/company's audited balance sheet & profit and loss account for the last three years (for financial year 2009-10, 2010-11 and 2011-12).
 - (f) For S. No. 9 and 10, the bidder must submit a copy of appointment letters;
 - (g) For S. No. 11 the bidder must submit the profile of hired/ to be hired technology firm/ company and the balance sheet and profit and loss account of last 3 years as referred in para (e) above;
 - (h) For S. No. 12, the bidder must submit a self declaration in this regard;
 - (i) Bidder must submit a detailed statement of facts and profile of the firm along with the 'Tender Document'. Copies of PAN Card, & Service Tax Registration of Firm should also be submitted;
2. The bidder must achieve at least 70% of the marks to qualify on technical parameters for opening of financial bid. 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. The bidders will have to submit the Technical Proposals in the attached format ***Annexure – 1***.
3. The Managing Director, UP CB, 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 Technical Bid Evaluation Methodology

Eligibility criteria of the Total Service Provider (TSP) shall be based on the various criterions as given in the table below. The technical proposal evaluation shall be based on the following scoring parameters:

Sl. No.	Particulars	Minimum Criteria	Maximum Marks	Evaluation criteria
1.	Years of establishment of the firm;	10 Years	10	10 Yrs – 20 Yrs: 3 marks 21 Yrs – 25 Yrs: 5 marks More Than 25 Yrs : 10 marks
2.	Head Office of the firm in Uttar Pradesh	Registered office in India	10	Head Office in U.P. and in Lucknow: 10 Marks; In U.P. not in Lucknow – 7 Marks Head Office out of UP – 2 Marks
3.	Office of the Firm in Uttar Pradesh (Head Office and Branch)		10	1 Office in UP – 4 Marks 2 Offices in UP – 8 Marks More than 2 offices in UP – 10 Marks
4.	Number of Full Time FCAs exclusively associated with the firm for at least last 10 years	2	5	2 FCA: 3 marks; 3 FCA: 4 marks More Than 3 FCA : 5 marks
5.	Number of DISA/CISA Qualified Partners available with firm	1	2	2 or More DISA/CISA Partners – 2 Marks 1 DISA/CISA Partner – 1 Mark No DISA/CISA Partner – NIL Marks
6.	Professional Experience relating to Primary Agriculture Credit Societies in last 3 years.		10	Experience – 10 Marks No Experience – Nil Marks
7.	No. of assignments: Experience of District Cooperative Banks(HO and Branch), in Uttar Pradesh in last 3 years	1	8	1 Assignment – 5 Marks More than 1 Assignment – 8 marks
8	Turnover up to 2 crores	2 Crores	3	Above 2 Crores – 3 marks Below 2 Crores – Nil Marks

9	Profit Making Bidder	Should be Profit Making	2	Profit Making – 2 Marks Non Profit Making- Nil Marks
10.	Detailed presentation covering methodology and total scope of work. The proposed methodology should be consistent with the technical approach showing understanding of the Scope of Work and ability to translate them in to a feasible financial monitoring and evaluation system by using latest information and communication technology.		40	
		Total Marks	100	

Maximum Marks: 100

Qualifying Marks : Minimum 70

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

Section - 6

6. Terms and Conditions

6.1 General Terms and Conditions:

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 Proposal.

Execution of Agreement:

The Total Service Provider 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 Total Service Provider 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.

6.2 Broad terms and conditions of the Contract /Agreement: As per Annexure – 9.

6.3 Other terms and conditions:

‘Uttar Pradesh Cooperative Bank’ 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 proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals
- 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.
- Uttar Pradesh Cooperative Bank shall not be responsible for Non Receipt/ Non Delivery of Bid Document due to any reason whatsoever.
- Cancel the ‘Tender Document’ / Tender at any stage, without assigning any reason whatsoever.

Professionalism: The Total Service Provider , Chartered Accountant Firm/ Management Consultant Firm 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 TSP 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.

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

The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

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

6.4 Terms of Payment

Payments for the work of Total Service Provider (TSP) will be milestone payments after

ordering/completion of each task enumerated in financial bid.

The payment to Total Service Provider (TSP) will be made in the following manner for each item which is described in the Financial/Price bid(Annexure - 3):

Payments will be released by the respective District Cooperative Banks' Head office as per following payment schedule. The payments to the TSP Firm will be made in the following manner:

Sl. No.	ACTIVITIES OF TOTAL SERVICE PROVIDER(TSP)	PER PACS PER YEAR COST Rs. (also mention in words)
1.	One Time Cost - Cost of Proposed Hardware (should be compliant with latest Technical specifications prescribed by various authorities) (Cost of One Set/Unit per PACS) (specify detailed list of items and technical specifications – Model, Make and Specifications). The suggested Hardware should comply with MICRO ATM Standards Ver. 1.5.1 (http://www.iba.org.in/upload/MicroATM_Standards_v1.5.1_Clean.pdf) and should also adhere to NABARD Guidelines .	90% after delivery of H/W. Balance 10% after 1 year or completion of warranty period
2.	One Time Cost - Cost of Proposed Software	50% at the time of commencement of work and 50% at the time of completion of software development
3.	One Time Cost - Cost of Proposed CBS Integration	100% advance at the time of start of work
4.	One Time Cost - Cost of Master data Creation	50 % at the time of commencement of work and 50 % at the time of completion of work of master data creation
5.	One Time Cost - Cost of PACS Staff Training by qualified professionals	Proportionately on monthly basis with in 7 th day of next month
6.	Variable Cost - Cost of Skilled Human Resources at PACS under the overall supervision of Chartered Accountants (include proportionate Buffer manpower required at DCB branch and DCB head Office for uninterrupted work) (on day to day basis for full year ,the work quantum may involve more than one person)	Proportionately on monthly basis with in 7 th day of next month
8.	Variable Cost - Cost of Connectivity, Consumables and Maintenance	Proportionately on monthly basis with in 7 th day of next month
9.	Variable Cost – Other Operating Costs (Specify)	Proportionately on monthly basis with in 7 th day of next month
10.	Variable Cost - Cost of Supervision Charges	Proportionately on monthly basis with in 7 th day of next month
11.	Taxes	Proportionately with concerned component

Section - 7

7. Annexure/ Formats for the Proposal

7.1 Technical Proposal Format

Annexure - 1

Particulars to be provided by the bidder in the technical proposal
Tender No. COOP BANK/CBS/PACS/2013-2014/01

1.	Name of the bidder(TSP):	
2.	Date of establishment and constitution	
3.	Location of Head office with Address	
4.	Location(s) of Branch Office and addresses	
5.	Mailing address of the bidder	
6.	Names and designations of the persons authorized to make commitments to the Bank	
7.	Telephone and fax numbers of contact persons	
8.	E-mail addresses of contact persons	
9.	Details of Empanelment with C & AG	
10.	Details of Empanelment with Reserve Bank of India	
11.	Details of Registration with The Institute of Chartered Accountants of India, New Delhi	
12.	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
13.	Details of experience / knowledge possessed in the areas of Accounting, Systems formulations, Resource Planning, Role and Responsibility definition, Co- ordination across multiple teams etc.	
14.	Gross revenue of the bidder and hired/to be hired technology firm/company (Last 3 Years)(2009-10, 2010-11 and 2011-12) or (2010-11, 2011-12 and 2012-13) (Attach the copies of Balance Sheet and Profit and Loss Account)	
15.	Net Profit of the bidder and hired/to be hired technology firm/company (Last 3 Years)(2009-10, 2010-11 and 2011-12) or (2010-11, 2011-12 and 2012-13) (Attach the copies of Profit and Loss Account)	
16.	Details of similar assignments executed by the bidder (Name of the Bank / Branch, year and documentary proofs from the Bank are to be furnished).	
17.	Details of the similar assignments on hand as on date (Name of the Bank/ Branch, time projected for execution of the assignment and documentary proofs from the Bank are to be furnished).	
18.	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 Documentary proofs for all the assertions are to be enclosed As per Annexure – 7	
19.	Details of Number of teams proposed and Team Compositions with reference to the Scope & volume of work and availability of skilled persons with the firm;	

20.	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 – 7	
21.	Estimated work plan and time schedules for providing services for this assignment .	
22.	Estimated Activity wise effort to be furnished in Annexure - 6	
23.	Details of Technology Firm Requirements for the Implementation of Project – Annexure - 5	
24.	Details of the bidder’s proposed methodology / approach for providing services to the Bank with specific reference to the scope of work & the devices and tools which he will be using to implement the project,	
25.	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 proposal for the Implementation of ICT based Common Accounting System in PACS 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 proposal 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 this response, for the purpose of short-listing, is valid for the districts other than Pilot District also.
7. 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

7.2 Financial bid covering letter

Annexure - 2

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

Date:

Dear Sir,

Ref: - Tender for the Implementation of ICT based Common Accounting System in PACS

We are hereby submitting our complete Financial Proposal. The amount is inclusive of all taxes, duties, charges and levies, as applicable and payable under the local laws and subject to all statutory deductions applicable, if any.

Our Financial Proposal shall be binding upon us subject to the modification resulting from Contract negotiations made by the Authority at its discretion up to expiration of the validity Period of the Proposal, i.e. six months from the date of proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Signature.....
In the capacity of.....
Duly authorized to sign Proposal for
And on behalf of.....
Date..... Place.....

7.3 Financial Bid Format

Annexure - 3

The Financial Bid should contain the Total cost, on one time cost basis and variable cost basis :

The format for the financial bid (Per PACS per Year Cost) is given below:

Tender No. COOP BANK/CBS/PACS/2013-2014/01

Name of Bidder:

Sl. No.	ACTIVITIES OF TOTAL SERVICE PROVIDER(TSP)	PER PACS PER YEAR COST Rs. (also mention in words)
1.	One Time Cost - Cost of Proposed Hardware (should be compliant with latest Technical specifications prescribed by various authorities) (Cost of One Set/Unit per PACS) (specify detailed list of items and technical specifications)The suggested Hardware should comply with MICRO ATM Standards Ver. 1.5.1 (http://www.iba.org.in/upload/MicroATM_Standards_v1.5.1_Clean.pdf) and should also adhere to NABARD Guidelines.	
2.	One time Cost - Cost of Proposed Software	
3.	One time Cost - Cost of Proposed CBS Integration	
4.	One time Cost - Cost of Master data Creation	
5.	One time Cost - Cost of PACS Staff Training by qualified professionals	
6.	Variable Cost - Cost of Skilled Human Resources at PACS under the overall supervision of Chartered Accountants (include proportionate Buffer manpower required at DCB branch and DCB head Office for uninterrupted work) (on day to day basis for full year ,the work quantum may involve more than one person)	
8.	Variable Cost - Cost of Connectivity, Consumables and Maintenance	
9.	Variable Cost – Other Operating Costs (Specify)	
10.	Variable Cost - Cost of Supervision Charges	
	Overall Financial Cost Total before Taxes	
	Add : Taxes	
	Overall Financial Cost Total after Taxes	

- No other costs (except stated above) like cost of any extra hardware, travelling, stationery, boarding and lodging shall be paid.
- The fixed costs from sl. No. 1 to sl. No. 5 are one time and thus shall be paid only once.
- Only the total amount inclusive of taxes will be reckoned for selecting L1 bidder .
- TDS will be deducted from the amount at the rates prevailing as on the date of payment
- Inclusion of any condition shall make the offer liable for rejection

Date:

Authorized Signatory

7.4 Compliance Certificate

Annexure - 4

Compliance Certificate

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

Date:

Dear Sir,

Ref: - Tender for the Implementation of ICT based Common Accounting System in PACS

1. Having examined the Tender Documents including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to implement the ICT based Common Accounting System in PACS .
2. If our Bid is accepted, we undertake to start the work 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 :

Phone No.:

Fax:

Seal & Signature of the bidder

E-mail:

7.5 Technology Firm/ Company requirements

Annexure – 5

Technology Firm/ Company Requirements for the Implementation of Project -

Sl. No.	Activities/ Components	Name of the Technology Firm hired or proposed to be hired	Specifications of Component required	Period for which hiring is required	Remarks

Place:

Date:

Seal and Signature of Bidder

7.6 Estimated Activity wise Effort Format

Annexure - 6

Estimated Activity wise Effort

Sl No	Activities	Effort in Man days	Name, Qualification & Number of team members who will be deployed	Remarks

Place:

Date:

Seal and Signature of Bidder

7.7 Proposed Team Profile Format

Annexure - 7

Proposed Team Profile

Sl No	Name of Proposed Team Member	Prof. Qualifications	Certifications/ Accreditations	Banking Services expertise (Mention if he has worked in Banks earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise	Number of similar assignments involved In Public Sector Banks in India

Place:

Date:

Seal and signature of the bidder

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

7.8 Self Assessment Check List

Annexure - 8

Self Assessment Check List of Documents:

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

Sl. No.	Particulars	Minimum Criteria	Available (Yes/No)	Remarks / Actual Availability (If Yes)
1.	Empanelment with C & AG	Empanelment mandatory	Yes / No	
2.	Empanelled with Reserve Bank of India	Empanelment mandatory	Yes / No	
3.	Registered With The Institute of Chartered Accountants of India, New Delhi	Registration Mandatory	Yes / No	
4.	Years of establishment of the firm	10 Years	Yes / No	
5.	Details of Head Office		Yes / No	
6.	Number of Offices in Uttar Pradesh		Yes / No	
7.	Number of Full Time FCAs exclusively associated with the firm for at least last 10 years	2	Yes / No	
8.	Number of DISA qualified persons with the firm	1	Yes / No	
9.	Professional Experience relating to Primary Agriculture Credit Societies in last 3 years.			
9.	No. of assignments: Experience of District Cooperative Banks(HO and Branch), in Uttar Pradesh in last 3 years	1	Yes / No	

1.	Desired Tender Application Money Demand Draft attached favoring UPCB, Lucknow;	Rs. 5,000/-	Yes / No	
2.	Desired Earnest Money for Tender Demand Draft attached favoring UPCB, Lucknow;	Rs. 3,00,000/-	Yes / No	

1.	<p>Technical Proposal -</p> <p>with all attachments provided in a separate sealed cover with required identifications;</p> <p>Detailed presentation in power point etc. covering methodology and total scope of work. The proposed methodology should be consistent with the technical approach showing understanding of the Scope of Work and ability to translate them in to a feasible ICT based financial monitoring and evaluation system.</p>	<p>Sealed in a separate cover</p> <p>Detailed Presentation</p>	<p>Yes / No</p> <p>Yes / No</p>	
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2.	Financial Proposal with covering letter complete in all respect and signed with seal is provided in a separate sealed cover with required identifications;	Sealed in a separate cover	Yes / No	
3.	Both the above proposals (Technical & Financial) are sealed in a main cover with proper identification as desired;	Sealed in a main cover	Yes / No	

7.9 Broad Terms and Conditions

Annexure - 9

Broad terms and conditions of the Contract / agreement:

The Total Service Provider , a senior Chartered Accountants/ Management Consultant firm will have to implement the ICT based Common Accounting System as defined in the scope at the designated locations within the time period specified for this purpose by the bank.

The award of the Project will initially be for a period of one year from the date of signing of the Contract with further extensions on annual basis with mutual consent.

Only Skilled Staff and Professionals with adequate experience will be utilized by the Chartered Accountant Firm for the proposed work.

The implementation of project involves supply of human resources, hardware, software etc. therefore the association of any technology firm for proposed project shall be allowed .

Teams comprising the designated Team Leader to be deployed by the Total Service Provider to execute the work.

Arbitration:

The Bank and the Total Service Provider 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 Total Service Provider within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with the organisation of the UTTAR PRADESH COOPERATIVE BANK LIMITED or the Total Service Provider.
- iii. The Total Service Provider 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 TSP 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 TSP.

- 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 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 Total Service Provider 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 Total Service Provider 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 Project Implementation:

Tentative schedule of proposed system implementation will be finalized mutually by the U P Cooperative Bank Limited, Lucknow according to work plan and time schedule plan to be submitted by the Total Service Provider.

Delays in the Project Implementation

The Total Service Provider must strictly adhere to the mutually decided time schedule, as specified in the Contract, executed between the bank and the Total Service Provider, 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 Total Service Provider fails to meet the time schedule and the delay is attributed to Total Service Provider, Uttar Pradesh Cooperative Bank Limited shall impose Liquidated Damages as under:

Sr 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
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- Fraction of a day in reckoning period shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10.00 % of the cost of concerned component.
- If the Total Service Provider requires an extension of time in relation to various systems integration involved in the project 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 proposed system.
- Period may be extended with or without liquidated damages if the delay in the performance 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 Total Service Provider 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 Total Service Provider 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 Total Service Provider 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 Total Service Provider 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 the Implementation of Project.

Professional Fees / Charges

The financial cost charged by the Total Service Provider for the hardware , software etc. provided and 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 Total Service Provider 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 Total Service Provider shall promptly notify the Bank in writing of such conditions and the change thereof. Unless otherwise directed by the Bank, in writing, the Total Service Provider shall continue to 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 work of Total Service Provider (TSP) will be milestone payments after ordering/completion of each task enumerated in financial bid.

The payment to Total Service Provider (TSP) will be made in the following manner for each item which is described in the Financial/Price bid (Annexure - 3):

Payments will be released by the respective District Cooperative Banks' Head office as per following payment schedule. The payments to the TSP Firm will be made in the following manner:

Sl. No	ACTIVITIES OF TOTAL SERVICE PROVIDER(TSP)	PER PACS PER YEAR COST Rs. (also mention in words)
1.	One Time Cost - Cost of Proposed Hardware (should be compliant with latest Technical specifications prescribed by various authorities) (Cost of One Set/Unit per PACS) (specify detailed list of items and technical specifications – Model, Make and Specifications). The suggested Hardware should comply with MICRO ATM Standards Ver. 1.5.1 (http://www.iba.org.in/upload/MicroATM_Standards_v1.5.1_Clean.pdf) and should also adhere to NABARD Guidelines .	90% after delivery of H/W. Balance 10% after 1 year or completion of warranty period
2.	One Time Cost - Cost of Proposed Software	50% at the time of commencement of work and 50% at the time of completion of software development
3.	One Time Cost - Cost of Proposed CBS Integration	100% advance at the time of start of work
4.	One Time Cost - Cost of Master data Creation	50 % at the time of commencement of work and 50 % at the time of completion of work

		of master data creation
5.	One Time Cost - Cost of PACS Staff Training by qualified professionals	Proportionately on monthly basis with in 7 th day of next month
6.	Variable Cost - Cost of Skilled Human Resources at PACS under the overall supervision of Chartered Accountants (include proportionate Buffer manpower required at DCB branch and DCB head Office for uninterrupted work) (on day to day basis for full year ,the work quantum may involve more than one person)	Proportionately on monthly basis with in 7 th day of next month
8.	Variable Cost - Cost of Connectivity, Consumables and Maintenance	Proportionately on monthly basis with in 7 th day of next month
9.	Variable Cost – Other Operating Costs (Specify)	Proportionately on monthly basis with in 7 th day of next month
10.	Variable Cost - Cost of Supervision Charges	Proportionately on monthly basis with in 7 th day of next month
11.	Taxes	Proportionately with concerned component

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 Total Service Provider 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 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. In case of change in any hardware specifications the technical specifications of the hardware would not be downgraded but should be the same or the upgraded version.

SUPPLEMENTAL TERMS AND CONDITIONS

A. Proprietary and Related Rights

1. **Bank Property:** All data or information supplied by the Bank to Total Service Provider ("TSP") in connection with the services being provided by TSP ("the Services") shall remain the property of the Bank or its licensors. All deliverables to the extent provided by the TSP hereunder for delivery to the Bank ("the Deliverables") shall be the property of the Bank.
2. **Total Service Provider Property:** In connection with performing the Services, the TSP may use 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 Total Service Provider not covered in financial bid or prior to, or independently from, its engagement hereunder and are the sole and exclusive property of Total Service Provider and TSP retains all rights thereto, as well as to all modifications, enhancements and derivative works of such Technical Elements supplied, created, developed or prepared by TSP during the performance of the project. Total Service Provider also retains right to utilize certain tools and packages developed by third party over which TSP has acquired the rights to use. In addition TSP 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 TSP or all the elements not covered in financial bid in connection with the work shall remain the property of Total Service Provider.

B. Confidential Information

Confidentiality: Except as otherwise expressly provided in the text of the engagement letter, TOTAL SERVICE PROVIDER 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 Total Service Provider, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Total Service Provider 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; Total Service Provider 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. Testing Services

1. If the Services include development of interface, integration, testing, penetration, intrusion or analysis of the Bank’s information systems or enterprise whether by using intrusive or passive techniques and hardware or software tools (“Testing Services”), the Bank hereby consents to Total Service Provider performing the Testing Services.
2. If the If the Services include development of interface, integration, testing, penetration, intrusion or analysis of the Bank’s information systems or enterprise whether by using intrusive or passive techniques and hardware or software tools involve third party vendor e t c . , the Bank shall obtain all necessary consents of third party vendor.

E. Internet e-mail

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

