

SDV - I

**STATE LEVEL IMPLEMENTATION AND
MONITORING COMMITTEE**

PART I

**Tender Document
For
Development, Training and Maintenance of the
Software Package
For
Computerization of PACS**

Date of Issue: _____, 2009

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Tender Document for Development, Training and Maintenance of the Software Package for Computerization of PACS Under Revival Package

State Level Implementation and Monitoring Committee (SLIC, Uttar Pradesh) desires to computerize the financial accounting work of PACS and set up database of the accounting transactions leading to the generation of the Day Book, Trial Balance, Balance Sheet and Profit and Loss Account and related Ledgers/Registers and other reports as indicated in the CAS & MIS Reports for PACS. The application software so developed will be the sole property of the SLIC, Uttar Pradesh or any agencies designated by the SLIC, Uttar Pradesh and will be available through that agency for installation in any PACS in the state or otherwise without the payment of any additional licensing fee etc. The Software Development Vendor (SDV) will have no right to commercially use or apply the software within the state.

2. SLIC, Uttar Pradesh invites Tender for **Development, Training and Maintenance of the Software Package for common accounting system of PACS** from reputed Software Development Vendors (SDVs). The scope of the work is as under:

Scope of Work

- i. Study the existing procedure of the various stages of accounting work and document it with workflow diagrams.
- ii. Prepare Functional Specifications (FS) for the computerized system and submit the same along with workflow diagrams.
- iii. On acceptance of the FS by SLIC, Uttar Pradesh, design and develop an appropriate software package that is in line with the requirements indicated in the CAS/MIS reports.
- iv. The software developed should be operational on a PC with a configuration as indicated in **Annexure VI**.
- v. The Books of accounts and the MIS Reports to be generated by the CAS/MIS software are given in **Annexure IV(A , B &C)**.
- vi. Provide Online Help facility in the software .
- vii. Test the software by SDV at least in three PACS and revise the software to the extent needed on the basis of the test reports.
- viii. Approval of the software by SLIC, Uttar Pradesh in consultation with Uttar Pradesh Cooperative Bank Limited
- ix. Provide comprehensive training to Software Deployment Agencies (SDAs) in the operation of the software, backup etc. The terms and conditions to be followed are indicated in **Annexure III**.
- x. Provide complete source code along with software drivers and other system files needed for installation and execution of the package.
- xi. Provide detailed installation and operations/user manual which will facilitate the users in successfully using the software package.
- xii. Provide detailed technical manual incorporating the System Design and other technical features incorporated in the software package.
- xiii. The Software Development Vendor after initial training of Software Deployment Agency (SDA) Representatives must provide assistance to SDA**

- for a period of at least three months so that the SDA gains necessary expertise and confidence in deploying the software developed by SDV.**
- xiv. Provide free support for a period of one year from the time of acceptance of the software by SLIC, Uttar Pradesh and carry out revisions, if any, arising out of bugs/change in procedures during the said one year period (**Warranty support**).
 - xv. Provide post implementation software maintenance support for **two years beyond the free warranty period of one year from the date of acceptance of the software package by SLIC, Uttar Pradesh.**
 - xvi. During the above mentioned maintenance period, the vendor will be responsible for making changes, if any, to the software to enhance the functionalities of the software package on account of changes in PACS procedures/policies/guidelines as well as to fix the bugs, if any.
 - xvii. The software must be certified by a reputed IS Auditor (CISA certified), that the software conforms to the given CAS/MIS, has all the checks and balances to ensure integrity of data and the software does not have any flaws or bugs which inadvertently or by design, permit the users to tamper, alter or modify any transactional data.
 - xviii. As the software would be deployed in PACS, it is necessary that the software has friendly interface with regard to the local language. It would be necessary to have the input screens and reports in local language at the option of the user at any time while using the software. This would ensure a better user acceptance of the software.
3. **Validity period for the quotation:** Tender shall remain open to acceptance by SLIC, Uttar Pradesh **for a period of three months** from the date of opening of the envelope containing the financial details. The period may be extended by mutual agreement and the Vendor shall not cancel or withdraw their offer during this period.
4. The Vendor must submit their offer in the prescribed format only. Additional information, if desired to be submitted, may be supplied as an independent write-up.
5. The rates quoted shall be inclusive of all taxes and duties and shall be firm and not be subjected to any variation. NABARD will deduct any applicable Tax at Source and pay the amount, net of such tax, only to the Vendor.
6. **Timely Completion:** The entire work of software development and testing should be completed within **three months** from the date of receipt of letter of award of work.

The time period of three months for the SDV is only for development and testing of the software. Training of SDAs may be conducted only after testing and approval of the software by the SLIC. Training has to be conducted in suitable number of batches, which may spill over for up to three years (i.e., up to the end of AMC of two years which is beyond one year of free warranty of the software), as such training will depend upon selection of SDAs in different

districts and hardware procurement schedule which may have to be split by the SLIC into smaller batches of groups of DCBs to facilitate convenient supply and monitoring.

7. **Confidentiality:** The details of the offer proposed by the Vendor or its acceptance thereof with or without modifications by SLIC, Uttar Pradesh shall not be passed in part or full to any third party without prior written approval of SLIC, Uttar Pradesh.
8. The necessary inputs and the possible outputs that could be generated from the system are indicated in the Common Accounting System Manual and the Management Information System instructions for PACS. Further, the Chart of Accounts to be adopted is also indicated in the Common Accounting System Manual.

9. Software platform

- (i) The software package to be developed should have features to work in stand-alone PCs having Windows operating system as well as under LAN environment with appropriate built-in facility to capture data locally at the PACS, to transmit the data from PACS to district level database through magnetic media, data file, e-mail, etc. Data from PACS is needed for the purpose of consolidation as well as for MIS as indicated in the MIS instructions. Access to the database should be possible through web-browser also.
- (ii) The choice of the front-end and back-end platform will be as per the expertise and resources available with the software developer and include open source platforms to reduce the costs. The necessary inputs and the possible outputs that could be generated from the system should strictly conform to what has been indicated in the Common Accounting System Manual and the Management Information System instructions for Cooperative Credit Structure. Further, the Chart of Accounts to be adopted should be as per the directions given in the Common Accounting System Manual.
- (iii) The cost of licenses, if any, will be borne by the software developer for the specified number of PACS as given by SLIC, Uttar Pradesh. The development cost of application software (which is being indicated by the vendor in Part II of this document) may include the Client and Server licenses as required by the offered software for CAS/MIS. The software developer should provide the necessary indemnity (**Annexure I**) to SLIC, Uttar Pradesh that it possesses bonafide licenses for usage of the front-end and back-end tool.

10. Time Frame for completion of the CAS/MIS software

The software package for the work described in the CAS and MIS should be developed, tested and submitted for final implementation within three months. The vendor should submit their plan for implementing the software at all PACS identified by SLIC, Uttar Pradesh.

11. Minimum requirements of the Software Development Vendor

The vendor desirous of quoting for the work should satisfy the following minimum requirements:

- i. The vendor should be in the software development work in India for at least 3 years, as on **March 31, 2009**.
- ii. The technical manpower available with the vendor for software development and support should be at least **40** who are in services of the vendor for a minimum of 2 years.
- iii. The vendor should have developed and implemented software package for financial accounting preferably for one or more financial institutions/banks.
- iv. The vendor should possess necessary expertise in software development in regional language.
- v. The vendor should have annual turnover of at least Rs.7 crore from software business for the last three years and should be in profit during this period.
- vi. The software development and testing should be done by the vendor at its own premises. Vendor, therefore, should have the necessary hardware and software available at their locations for carrying out the job. The final testing of the software package with sample PACS's test data also has to be done at PACS/DCB/Uttar Pradesh Cooperative Bank Limited locations in association with SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited by using the vendor's hardware, if necessary.

12. Price : The Vendor is required to provide a fixed fee for the entire scope of work, including the Annual Maintenance Service required for two years beyond the one year free warranty period. However, a full breakdown of the 1st year fee into initial cost for Development, Training and Maintenance of the Software Package of Application Software and cost for Training per SDA should be indicated separately. Charges for Annual Maintenance Service may be indicated separately for 2nd and 3rd year. Annual Maintenance Service covers maintenance of CAS/MIS software, documentation and its distribution to SDAs.

13. Terms of Payment: The terms of payment will be as follows:-

- i. 30% of the development cost of the software (as indicated in Sr No 1 of the table 'Cost for software development, testing, maintenance and training of SDAs' available in Financial Quote) at the time of completion of software development and approval by SLIC, Uttar Pradesh.
- ii. 40% of the development cost of the software (as indicated in Sr No 1 of the table 'Cost for software development, testing, maintenance and training of SDAs' available in Financial Quote) after successful testing and acceptance by SLIC, Uttar Pradesh/Uttar Pradesh Cooperative Bank Limited.
- iii. 30% of the development cost of the software (as indicated in Sr No 1 of the table 'Cost for software development, testing, maintenance and training of

SDAs' available in Financial Quote) on submission of a Performance Bank Guarantee in the prescribed format as indicated in the **Annexure VIII** valid for a period of three years from the date of award of the contract to SLIC, Uttar Pradesh.

- iv. Training cost (as indicated in Sr No 2 of the table 'Cost for software development, testing, maintenance and training of SDAs' available in Financial Quote) will be paid proportionately after successful training of particular SDA of the district / DCB.
- v. Annual Maintenance Charge (as indicated in Sr No 3 of the table 'Cost for software development, testing, maintenance and training of SDAs' available in Financial Quote) for maintenance of the software (including any enhancement) will be paid proportionately at the end of the year, beyond one year warranty period at the accepted rate and on SLIC, Uttar Pradesh being satisfied that the vendor has provided Maintenance Service during the year without any time delay.

14. EMD, Penalty for delay, Arbitration

- i. Earnest Money Deposit (EMD) of Rs. One lakh in the form of demand draft favouring "**Uttar Pradesh Cooperative Bank Limited**" is to be submitted or Bank Guarantee to be furnished in lieu of demand draft in the prescribed format as indicated in the **Annexure VII**.
- ii. In the event SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited coming to know at any time that any wrong information in respect of the software/environment feature is provided by the bidder in the offer, then SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited may solely at its discretion, reject the offer and invoke the Bank guarantee or forfeit the earnest money deposit, furnished by the bidder.

15. Arbitration

- 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 SLIC, Uttar Pradesh / 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, the SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited shall send to the SDV 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 SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited or the Vendors/SI.
- iii. The Vendors 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 SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited

- within 15 days of receipt of the names. SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited shall thereupon without any delay appoint the said person as the sole arbitrator. If the SDV fails to communicate such selections as provided above within the period specified, SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited shall make the selection and appoint the sole arbitrator from the panel notified to the SDV.
- 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 SLIC, Uttar Pradesh / 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. SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited and the SDV 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 SDV 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.
16. **Liquidated Damages for Delay:** Time is the essence of the contract. If the Vendor fails to complete the installation and commissioning as per the period defined in this RFQ and the delay is attributed to SDV, SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited shall impose Liquidated Damages as per **Annexure X**.
17. Vendor desirous of submitting the offer for taking up the work should submit their proposal in the Proforma given in **Annexure II. The Technical details and Financial details of the Vendor's offer should be submitted in two separate sealed envelopes**. The vendor should also indicate, in the technical details document, support envisaged/expected from SLIC, Uttar Pradesh.

18. Proposals complete in all respects should be submitted in two sealed envelopes along with a letter stating that the Vendor has understood the conditions mentioned in the Tender document and these are acceptable to them. The envelopes shall be addressed to *Managing Director, Uttar Pradesh Cooperative Bank Ltd., Head Office, 2-M.G. Marg, Lucknow- 226 001*. The envelopes should be marked “**Offer for Development of Software Package for Computerization of PACS Under Revival Package- Technical Details**” and “**Offer for Development of Software Package for Computerization of PACS Under Revival Package - Financial Details**” respectively. Both the envelopes should be submitted together on or before **3.00 p.m. on 10-08-2009**. The envelopes containing the technical details will be opened at **03.30 p.m. on 10-08-2009** at the office of *Managing Director, Uttar Pradesh Cooperative Bank Ltd., Head Office, 2-M.G. Marg, Lucknow- 226 001* in the presence of vendors or their representatives, should they choose to remain present.
19. A pre-bid meeting will be held at office of *Managing Director, Uttar Pradesh Cooperative Bank Ltd., Head Office, 2-M.G. Marg, Lucknow* on **20-07-2009** at **11.30 a.m.** . Interested vendors may attend the meeting to get clarifications on any of the information contained in the Tender document.
20. SLIC, Uttar Pradesh does not bind itself to accept the lowest or any Tender and reserves the right to accept or reject any or all of the tenders, either in whole or in part without assigning any reasons for doing so.

Seal & Signature of the Vendor

Format for Letter of Indemnity

Software for CAS/MIS to be used at PACS

WHEREAS the SLIC, Uttar Pradesh has expressed desire to purchase software to be used on Desktop Personal Computers / Laptop Personal Computers / Servers for the various functions of PACS as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as "PACS Software", subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT :

We, the <Vendor Name> hereby declare and certify that we are the rightful owners/licenseses of the said "PACS Software" offered for sale to the SLIC, Uttar Pradesh and that the sale of the said "PACS Software" to the SLIC, Uttar Pradesh by us and the use thereof by the SLIC, Uttar Pradesh does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said <Vendor Name> hereby agree to indemnify and keep indemnified and harmless the SLIC, Uttar Pradesh, its Officers, servants, agents and other authorized persons against any action that may be brought against them for infringement of the right of property or other intellectual property or copy rights in respect of the said "PACS Software" supplied by us to the SLIC, Uttar Pradesh and will defend the same at our cost and consequences, and will pay or reimburse the SLIC, Uttar Pradesh, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection.

SCHEDULE

"PACS Software" contains following components

- a. Software developed by < Vendor name> as per CAS/MIS Instructions
- b. Front end platform <name of the system software e.g. .NET>
- c. Back end platform <name of the system software e.g. My SQL>

Yours faithfully

**(Name and Designation)
Authorized Official**

ANNEXURE – II

Format for submission of Quotation – Technical Details

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

I. Basic Information of Company

Particulars	Response
1.Registered name	
2.Name and Designation of the authorized official responding to this request	
3.Contact telephone, fax number and E-mail address	
4.Registration number and date of registration	
5.Registered Office (address)	
6.Legal form of organization	
7.Name and address of Parent company, if any	
8.Brief description of the organization including date of incorporation, list of major business areas and divisions, list of products and services provided, key milestones in its development (not more than one A4 size sheet)	
9.A brief account of software development services	
10. Software support and maintenance arrangements provided	
11. Financial: (i) Turnover: (a) Total (b) Of which, from software development (ii) Profit: (a) Total (b) Of which, from software development (iii) copies of audited financial statements viz. Balance sheet & Profit & Loss A/c. for the last three years to be enclosed	(Rs. crore) <u>Year 08-09 07-08 06-07</u>
12. Geographical spread in India: No. of offices Of which, (a) software development centres in India (b) software support centres in India	<u>no.</u> <u>locations</u> <u>total staff*</u>
13. Name and level of certified international quality standards obtained by the Company; if any (enclose copy of certificate)	

* enclose list of staff engaged in software development with the vendor for a minimum of 2 years.

II. Project Experience and Client Information:

Particulars	Response
Number and list of similar software development projects (3), with ____ as front-end and _____ as back-end, handled in India	1. 2. 3.
For the above projects indicated, please supply the following details for reference purposes :- a) Organisation, b) Contact person & Designation, c) Telephone number, fax & e-mail.	

Terms and Conditions for Training of SDA

1. A minimum of two representatives to be trained from each SDA.
2. The training will be conducted for 10 to 15 days as decided by SLIC, Uttar Pradesh
3. SDV will have to provide the necessary infrastructure for training at a suitable location in the State.
4. The participants to be provided with training material/ manuals that would cover all facets of the software and Installation in the PACS.
5. Travel, Boarding and Lodging arrangements for the trainees will be the responsibility of SDA.
6. Adequate arrangements will have to be made by SDV for providing daily two teas and one lunch during the training period.

	<u>Annexure – IV-A</u>
Manual on Common Accounting System for PACS (93 Pages)	
	<u>Annexure – IV-B</u>
Hand Book on MIS for PACS (43 Pages)	
	<u>Annexure – IV-C</u>
Formats of loan & Deposit Accounts for PACS	
	<u>Annexure – V</u>
Codes for Heads of Account in General Ledger and other financial statements (25 Pages)	

Minimum Specifications recommended for Desktop PCs

SN	Component	Minimum Specifications
1.	CPU	Intel Core 2 Duo Processor (1.86 GHz or above) or AMD Athlon 64 Processor
2.	System Memory	Dual Channel DDR2 1 GB RAM
3.	Mother Board	Intel Express Chipsets (compatible to the chosen processor) or AMD Athlon 64 Compatible MBD
4.	Hard Disk	80 GB or higher Serial ATA /IDE
5.	Media Drive	52X IDE Internal Combo drive (DVD read and CD write)
6.	Floppy Drive	1.44 MB Floppy Disk Drive
7.	Ethernet (Network)	Integrated 10/100/1000 Mbps Ethernet Controller
8.	Ports	Serial Ports: 1 (option for 2), Parallel Ports: 1 USB ports: at least 6 (two front and four rear USB Ports) option VGA Port: 1 Audio and Mic Ports (Optional)
9.	Slots / Bays	PCI slots: 2 , Memory Slots: 4 DIMM Bays: 4 (Front Accessible 5.25” (2), 3.5” (2))
10.	Keyboard	USB / PS/2; Mechanical/Internet/Membrane/Bilingual Keyboard
11.	Mouse	USB / PS/2; Scroll / Optical
12.	Cabinet	ATX (Tower Type)
13.	Monitor	CRT Digital Color Monitor 15"
14.	Display Controller	Integrated Intel Graphics Media Accelerator system
15.	Modem	Internal / External, 56kbps
16.	Warranty	Three years comprehensive (Onsite)
	Software	
17.	Operating System*	Genuine Windows XP Professional with Recovery CD Media / Pre loaded or Genuine Windows Vista Business Edition with Media / Pre loaded
18.	Manageability Software	Manufacturer’s Hardware Manageability Software for System Recovery

Annexure VII

Format of Performance Bank Guarantee

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. _____/-

To,

SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited

Address: _____

GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

THIS DEED OF GUARANTEE executed at _____ on this _____ day of _____ 2009 by the _____ Bank, a banking company constituted under _____ Act, having its Head Office at _____ (herein after referred to as 'the Surety', which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns).

IN FAVOUR OF

The State Level Implementation And Monitoring Committee / Uttar Pradesh Cooperative Bank Limited, having its Head Office at 2- Mahatma Gandhi Marg, Lucknow- 226 001 (herein after referred to as "SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited", which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS

(a) Pursuant to the submissions of tenders and quotations by M/s. _____, a company incorporated under the Companies Act having its Head Office at _____ (herein after referred to as "our said Constituent", which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns), SLIC, Uttar Pradesh/Uttar Pradesh Cooperative Bank Limited has issued Notice Inviting Tender bearing No. _____ dated _____ (hereinafter referred as said tender) in favour of our said Constituent for developing, testing and training 'PACS software' for PACS.

(b) One of the terms of the tender is that tenderer / bidder is required to give a Demand Draft drawn in favour of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited payable at _____, (valid for _____ days from the due date of the tender) for

Rs. _____ (Rupees _____ only) as Earnest Money Deposit (EMD) along with their offer. The SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.

(c) At the request of the said constituent the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the matter hereinafter appearing NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH that in consideration of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited, agreeing not to insist upon the Earnest Money Deposit in cash/Demand Draft and accepting this guarantee in lieu thereof, we the _____ Bank, hereby unconditionally and irrevocably guarantee unto SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited that our said Constituent will perform all their duties and functions and discharge all their obligations under the various terms and conditions of the said Tender conditions to the full satisfaction of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited failing which the Surety shall, on demand by SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited and without demur, pay to SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited the sum of Rs.----- (Rupees ----- lakhs only) at the Head Office of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited at _____.

THE SURETY HEREBY FURTHER COVENANTS THAT –

(i) The Surety shall pay to SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited the said sum of Rs. _____ on first demand of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited, made in writing by SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited without reference to our said Constituent and notwithstanding any dispute or difference that may arise between SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited and our said Constituent.

(ii) That this Guarantee shall be a continuous guarantee and shall not be revoked by the surety without prior consent in writing of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited.

(iii) That the decision of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited on the breach of any terms and conditions of the said contract / tender on the part of our said Constituent or their failure to perform obligations or discharge the duties under the said tender shall be final and binding on the Surety and shall not be disputed by the Surety inside or outside forums such as court, tribunal, arbitration, other authority.

(iv) That the notice of demand in writing issued by SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited shall be conclusive proof as regards the amount due and payable to SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited under this guarantee and it shall not be disputed by the Surety either inside or outside a court, tribunal, arbitration, other authority.

(v) That any neglect or forbearance on the part of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited in enforcing any of the terms and conditions of the said contract / tender or giving time for performance of the obligations and duties of our said Constituent under the said contract / tender or showing of any indulgence by SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited shall not in any way release the Surety of its liabilities under this guarantee.

(vi) That the guarantee herein contained shall not in any way be affected by any variations in the said contract / tender which SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited and our said Constituent may, by mutual consent, make in the said work order / tender or any other act or deed on the part of SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited, which but for this clause may have the effect of discharging the surety under the law of securities shall not discharge the surety in any way and the surety's obligation under this guarantee shall be discharged only by payment in full of the sums guaranteed hereunder provided, however, that the extent of liability of the Surety under this deed is not thereby increased.

(vii) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of our said Constituent to submit the said contract / tender and enter into Agreement said contract/or winding up or merger or amalgamation of our said constituent or dissolution of our said Constituent's company or by any change in constitution or in the name of our said Constituent's company.

(viii) That it shall not be necessary for SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited to exhaust its remedies against our said Constituent before invoking this guarantee and the guarantee herein contained shall be enforceable against the Surety notwithstanding any other security which SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited may have obtained or may obtain from our said Constituent, may at the time when this guarantee is invoked be outstanding and unrealized.

(ix) That the Surety hereby agrees that this guarantee shall be valid and be in force for ___ days i.e. up to _____. However, the Surety hereby unconditionally agrees and undertakes to renew this guarantee at the request of the SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited for a further period of ___ months from the above mentioned date so as to continue to keep SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited indemnified for the entire period of contract. The renewal will be at the cost and expenses of our said Constituent.

(x) Any claim arising under this guarantee shall be preferred by SLIC, Uttar Pradesh / Uttar Pradesh Cooperative Bank Limited within a period of ___ months from the aforesaid date of expiry of this guarantee or in the event of renewal, such renewed date and unless the claim is so preferred against the Surety, the Surety shall stand discharged of all its liabilities hereunder.

(xi) The guarantee will be in force up to _____ unless otherwise extended.

NOTWITHSTANDING anything mentioned hereinabove, the maximum liability of the surety under this Guarantee will be restricted to Rs.____/- (Rupees _____ only) and the guarantee will be in force up to _____. The Surety is liable to pay the guaranteed amount or any part thereof under this guarantee only if the claim/demand is received by the Surety on or before _____.

IN WITNESS WHEREOF, the within named Surety has caused these presents to be executed by the hand of its duly authorized official on the date and at the place first herein above written.

**SIGNED, SEALED AND DELIVERED FOR
AND ON BEHALF OF _____
THE SURETY HEREIN BY THE HAND OF
SHRI _____, ITS
duly Authorized Official**

ANNEXURE VIII

Performance Bank Guarantee (as indicated in 13(iii))

PERFORMANCE BANK GUARANTEE

THIS DEED OF GUARANTEE, executed aton this.....day ofby* a banking Company/Corporation incorporated/established under the Companies Act, 1956/the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980/ State Bank of India Act, 1955/State Bank of India (Subsidiary Banks) Act, 1959 having its Head Office atand one of its Branch Offices at(hereinafter referred to as '**the guarantor**', which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).

IN FAVOUR OF

Uttar Pradesh Cooperative Bank Ltd a Society registered under the U.P. Cooperative Societies Act, 1912 having its office at 2-Mahatama Gandhi Marg, Lucknow (hereinafter called "**UPCB**" which expression shall, unless repugnant to the context or meaning, include its successors and assigns).

WHEREAS

1. Government of India, pursuant to the recommendations dated 04 February 2005 of the "Task Force on Revival of Rural Cooperative Credit Institutions" and special meeting of the State Chief Ministers on 09 September 2005 and statement of consensus arrived at the meeting of the Finance and Cooperation Ministers of selected State Governments, formulated a package (hereinafter referred to as "Package") spelling out the financial, legal and institutional measures for restructuring of short term rural cooperative credit structure. The Package inter-alia, includes assistance for computerization of cooperative credit structure.
2. National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz National Bank for Agriculture and Rural Development Act, 1981 (Act 61 of 1981), (hereinafter referred to as "NABARD") as per the Package, is authorized to act as Principal Implementing and pass through Agency.
3. Government ofhas executed an MoU dated.....with Government of India and NABARD for implementation of the Package.
4. A State Level Implementation and Monitoring Committee (hereinafter referred to as "SLIC") comprising of (1) Secretary, Finance, Government of(2) Secretary, Co-operation, Government of(3) Chief General Manager,..... Regional Office of NABARD (4) Managing Director of Uttar Pradesh Cooperative Bank Ltd, Lucknow (5) Registrar of Cooperative Societies,.....and (6) Sri....., Chartered Accountant is constituted to ensure the implementation of the package.

* Strike out which-ever is not applicable

5. SLIC, as per the Package, is desirous of developing, testing and maintenance of software and training of Software development agencies for computerizing the financial accounting work of PACS and setting up a database of the accounting transactions (hereinafter referred to as “said works”) and authorized UPCB to invite tenders on its behalf from various parties.
6. UPCB, vide its Notice Inviting Tender (NIT) dated....., called for quotations from various parties for doing the said works
7. M/s.who is a contractor (hereinafter referred to as “**said contractor**” which expression shall, unless repugnant to the context or meaning, include its successors and assigns) has submitted its the tender dated.....for the said work.
8. The total cost of the said work is Rs.....(in words).
9. SLIC has accepted the tender dated.....of the said contractor and authorized UPCB to issue the work order. UPCB vide its letter No.....dated....., has issued the work order.
10. As per the Tender, the said contractor is entitled for a payment of 30% of the Development Cost of the software i.e. Rs.....(in words) against Performance Bank Guarantee valid for 3 years from the date of award of the contract.
11. SLIC authorized payment of a sum of Rs.....to the said contractor against Performance Bank Guarantee.
12. At the request of the said contractor, the surety has agreed to furnish the guarantee.

NOW, THEREFORE, THIS DEED OF GUARANTEE WITNESSETH THAT

In consideration of UPCB, at our request, agreeing to pay a sum of Rs.....to the said contractor being 30% of the Development Cost of the software against Performance bank Guarantee valid for 3 years from the date of award of the contract, we,(the guarantor), hereby unconditionally and irrevocably guarantee unto the UPCB that the said contractor will diligently, efficiently and satisfactorily perform and fulfill all their obligations in respect of the said work as per the contract and the work order, failing which, the guarantor, shall, on demand and without demur, pay unto UPCB the sum of Rs.....(Rupees.....) at the Head Office of UPCB.

2. THE GUARANTOR HEREBY FURTHER COVENANTS THAT

- (a) The guarantor shall pay the aforesaid sum to UPCB on demand in writing by UPCB without reference to the said contractor and notwithstanding any dispute or difference that may exit or arise between the UPCB and the said contractor.
- (b) This guarantee shall be valid for a period of three years from the date of the issue of the work order and shall not be revoked by the guarantor during its currency without prior consent in writing of UPCB.
- (c) The decision of UPCB on the breach of any of the terms & conditions of the contract and the work order by the said contractor or their failure to perform obligations or discharge their duties under the said work order shall be final and

binding on the guarantor and shall not be disputed by the guarantor or the said contractor inside or outside any court, tribunal, arbitration or other authority.

- (d) The notice of demand in writing issued by the UPCB shall be a conclusive proof as regards the amount due and payable to UPCB under this guarantee and it shall not be disputed by the guarantor or the said contractor either inside or outside the court, tribunal or arbitration or other authority.
- (e) Any neglect or forbearance on the part of UPCB in enforcing any of the terms & conditions of the contract and the work order or any indulgence shown by UPCB to the said contractor or any variation in the said work by mutual agreement between UPCB and the said contractor or any other act or deed on the part of UPCB which, but for this clause may have the effect of discharging the guarantor under the law relating to the guarantees shall not discharge the guarantor from its obligations herein and the guarantor shall be discharged only by compliance by the said contractor of all their obligations and duties under the contract and the said work order.
- (f) It shall not be necessary for UPCB to exhaust its remedies against the said contractor before invoking this guarantee and the guarantee herein contained shall be enforceable against the guarantor notwithstanding any other security which the UPCB may have obtained or may obtain from the said contractor, may at the time when this guarantee is invoked be outstanding and unrealized.
- (g) The guarantor hereby agrees that this guarantee shall be valid and be in force for a period of 36 **months** from the date hereof i.e. **up to** and the guarantor hereby agrees to renew this guarantee at the request of UPCB in writing in the event of the assignment under the said contract and the work order is not completed.
- (h) Any claim arising under this guarantee shall be preferred by UPCB within a period of six **months** from the aforesaid date of expiry of this guarantee or in the event of any renewal such renewed date, and unless the claim is so preferred against the guarantor, the guarantor shall stand discharged of all its liabilities hereunder.

IN WITNESS WHEREOF the within named guarantor has caused these presents to be executed on its behalf by the hand of its duly authorized official on the date and the place first hereinabove written.

Signed and Delivered for
And on behalf of

The.....the guarantor herein by the
Hand of Shri.....

Its duly authorized official

ANNEXURE IX

Reporting requirements of NABARD.(18 pages)

ANNEXURE IX-A

Reporting requirements of Registrar Cooperative Societies , U.P. (RCS).(9 Pages)

ANNEXURE IX-B

Reporting requirements of U.P. Cooperative Bank Ltd.(UPCB).(37 Pages)

ANNEXURE X

10 Liquidated damage:

In case of extension in the delivery period / completion with liquidated damages the recovery shall be made on the basis of following percentages of value of stores / work completion, which the bidder has failed to supply / complete the work :-

Sr	Condition	LD %
A	Delay up to one fourth period of the prescribed delivery period/Completion of work	2.5%
B	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work	5%
C	Delay exceeding one half but not exceeding three fourth of the prescribed period / completion of work	7.5%
D	Delay exceeding three fourth of the prescribed period / completion of work	10%

- Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the development cost.
- If the developer firm requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- Delivery period may be extended with or without liquidated damages if the delay in the supply of documents and software components is on account of hindrances beyond the control of the bidder.
- Also liquidated damages would be deducted from the payment due for that milestone.

End of Part I

SOFTWARE DEVELOPMENT VENDOR (SDV) - II
STATE LEVEL IMPLEMENTATION AND MONITORING COMMITTEE
PART II
Tender Document
for
Development, Training and Maintenance of the Software Package
For
Computerization of PACS

FINANCIAL QUOTE

Date of Issue : _____ 2009

Issued to :

No. of Pages :

Due Date for submission : 03.00 PM on 10-08-2009

Cost for software development, testing, maintenance and training of SDAs

(Amt. In Rs.)

Sr.No.	Activity	Amount
1	Development and Testing *	
2	Training SDAs in the Uttar Pradesh	
3	Software Maintenance and support (AMC) for two years beyond one year warranty period	
	Grand Total	

* The cost of software should include the Client and Server licenses as required by the offered software for CAS/MIS (also please refer to para 9 (iii))
The Amount should be inclusive of all taxes/duties.

End of Part II