

Part I (Technical Bid)

TENDER DOCUMENT

FOR

PURCHASE OF

MICROSOFT OFFICE STANDARD LICENSE 2013

“PART NO: 02110257” For Uttar Pradesh Cooperative

Bank & District Cooperative Banks in the state of

Uttar Pradesh



उत्तर प्रदेश कोआपरेटिव बैंक लि०

Tender Document No: COOP BANK/MS-Office License/2013-2014/06

Table of contents

SL. No	Descriptions	P. No
1.	Introduction and Disclaimers	6
1.1	Purpose of Tender Document	6
1.2	Information Provided	6
1.3	Disclaimer	6
1.4	Costs to be borne by Respondents	6
1.5	No Legal Relationship	6
1.6	Recipient Obligation to Inform Itself	6
1.7	Evaluation of Offers	7
1.8	Errors and Omissions	7
1.09	Acceptance of Terms	7
1.10	Tender Document	7
1.11	Notification	7
2	Background	8
2.1	About Cooperative banks Short Term Cooperative Credit Structure (STCCS)	8
2.2	Present Setup	9
2.3	Project Objectives (SCOPE of Work)	9
3.	Instruction to Bidders	10
3.1	Amendment to the bidding document	10
3.2	Language of Bid	10
3.3	Documents Comprising the Bid	10
3.4	Bid Currency	10
3.5	Earnest Money Deposit (EMD)	10
3.6	Software License Supply schedule	11
3.7	Performance Guarantee	11
3.8	Period of Validity of Bids	11
3.9	Format and Signing of Bid	11
3.10	Sealing and Marking of Bids	11
3.11	Deadline for submission of Bids	12
3.12	Late Bids	12
3.13	Modification And Withdrawal of Bids	12
3.14	Opening of Bids by the Bank	12
3.15	Clarification of bids	13
3.16	Preliminary Examinations	13
3.17	Bid Evaluation	13
4.1	Defamations	13
4.2	Disclaimer	13
5	Bid Evaluation Methodology	14
5.1	Introduction	14
5.2	Minimum Eligibility Criteria	14
5.3	Evaluation of Technical Bids	15
5.4	Evaluation of Financial Bids	16
5.5	Final Selection of the Eligible Bidder	16
6	Financial Terms and Conditions	16
6.1	Cost of Tender Document	16
6.2	Currency	16
6.3	Price	16
6.4	Validity of Bids	16
6.5	Delivery schedule	17
6.6	Penalty	17
6.7	Acceptance	17
6.8	Payment Terms	17
6.9	Payment in case of Termination of contract	17

7	General Terms and Conditions	17
	(Annexure-I): Technical Bid Covering Letter	21
	(Annexure-II): Technical Bid	22
	(Annexure-III): Financial Bid Covering Letter	24
	(Annexure-IV): Financial Bid	25
	Annexure- V Performance Guarantee	26
	Annexure –VI Letter of Competence	28
	Annexure-VII List of Locations	29

Instructions to the bidder

U.P. Cooperative Bank Limited, Head Office 2 Mahatma Gandhi Marg Lucknow- 226001 invites sealed offers (technical and financial) for purchase of MS-Office software in UP CB and DCBs across the State of Uttar Pradesh. The scope of the project is as described in this 'Tender Document'.

The details of the tender are given below:

Sr.	Bid Reference No. :	
1.	Purpose	Purchase of MS-office standard license 2013 part no. :02110257 for U.P.Cooperative Bank Ltd. & District Cooperative Banks in the state of Uttar Pradesh.
2.	Cost of Tender	Rs.5000/-(Five Thousand Only)
3.	Earnest Money Deposit (EMD)	Rs.400000/-(Four Lakh Only) To be submitted as Demand Draft in favor of "Uttar Pradesh Cooperative Bank Limited", payable at Lucknow.
4.	No. of Envelopes (Non window, sealed) to be submitted	Two (2) Envelopes <u>Envelope 1 containing:</u> 1. Technical Bids (Submit 1 hard copy and 1 soft copy in word 2003 format(i.e.doc file)) 2. DD towards cost of tender & EMD. <u>Envelope 2 containing:</u> Financial bid (Only one bid to be kept)soft copy in word 2003font.
5.	Last Date and time of submission	19 November , 2013 (Tuesday); 12:00PM
6.	Venue, Date and Time of opening of Bids, except Financial bids.	At 12:30PM, on last date of bid submission, UP Cooperative Bank Limited (Head Office) 9th Floor, Meeting Hall Mahatma Gandhi Marg, Lucknow- 226001
7.	Bid Validity	6 months from the last date of submission.
8.	Address for submission of Bids	The Managing Director UP Cooperative Bank Limited Mahatma Gandhi Marg, Lucknow-226001
09.	Tender Document can be downloaded from	www.ucebl.in
10.	No of sites where License is required	Approximately 1000

11.	Estimated value	Approximately Rs.2.00 Cr.	
12.	Contact Persons :		
	Name & Designation	Phone	E-mail
	Mr. Pankaj Pandey Manager-IT U P Cooperative Bank Limited	09415530582	upcbtender@gmail.com

Please note that all the information desired needs to be provided only in the formats specified in this Tender Document.

1. Response should contain only the desired information. Incomplete information in these areas may lead to rejection of bids.
2. UP CB reserves the right to change the dates mentioned above. Changes and clarification, if any, related to Tender Document will be posted on web site. Bidders must have close watch on website during the intervening period before submitting response to Tender Document.
3. Bidders must plan for presentation and site visit well in advance as UP CB will undertake the same immediately after submission of bids.
4. Bidders may please note that under no circumstances last date of submission of the bids will be extended by UP CB.

DC	Data Center
SL	Software License
PoP	Point of Presence
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
UPCB	Uttar Pradesh Cooperative bank limited
DCB	District Cooperative bank
Bank	UPCB /DCB

1. Introduction and Disclaimers

1.1. Purpose of Tender Document

The purpose of Tender Document is to short list bidders who have executed the similar software license to Government department.

1.2. Information Provided

The tender document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with BANK. Neither BANK nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither BANK nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.3. Disclaimer

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

1.4. Costs to be borne by Respondents

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

1.5. No Legal Relationship

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

1.6. Recipient Obligation to Inform Itself

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

1.7. Evaluation of Offers

Each Recipient acknowledges and accepts that BANK may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing/selecting the eligible vendor(s). The tender document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

1.8. Errors and Omissions

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

1.9. Acceptance of Terms

A Recipient will, by responding to BANK for tender document, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.10. Tender Document

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

Contact: Pankaj Pandey
Position: Manager (IT)
Email: upcbtender(@gmail.com

BANK may, in its absolute discretion, seek additional information or material from any respondents 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 provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to Tender Document could be conveyed promptly. If BANK, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then BANK reserves the right to communicate such response to all Respondents. BANK 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.

1.11. Notification

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

2. Background

2.1 About Cooperative bank short Term Cooperative Credit Structure (STCCS)

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

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

U.P. Co-operative Bank Ltd.

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

DCCBs

There are 50 DCCBs in the state of UP. 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. In Lack of computerization the DCCBs are not only losing their prime customers but as well as they are unable to implement the ALM system to take advantage of deregulated interest rate regime. In other words the management of funds is also being adversely affected.

PACS

There are 7479 PACS in the state of UP. The PACS are lower tier of 3 tier 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 purchase center for various crops (Wheat, Paddy etc).

2.2. Present Setup

There are 50 DCCBs in the state of UP with its around 1349 branches and One Apex Cooperative bank at state level (UPCB) with its 28 branches. UPCB & 15 DCBs has been covered under CBS system. Each bank has its own Data center thus 16 independent data center are there in the state. Presently UPCB has in its 12 branches covered under CBS and DCBs having leased line connectivity with BSNL.

At all locations/offices the LAN is based on Layer 2 switches. The switches used at all locations are unmanaged. All switches are property of BANK and are under Warranty/AMC with respective vendors.

2.3. Project Objectives (SCOPE of Work)

The minimum specified scope of work to be undertaken by the bidder is to be performed as per the terms and conditions mentioned in the different parts of this document, any further amendments issued in this regard and the contract to be signed by the successful bidder subsequently. Bank reserve the rights to repeat the order of software license which numbers can be 50% of first order on same price.

To provide Software License to UPCB & 15 DCBs (i.e. 16 Data Centre and 513 branches).

This Software license includes:

- a. Word/Excel/Power Point/Outlook
- b. Three days Training .

The selection process consists of three phases viz.

- 1) Minimum Eligibility Criteria.
- 2) Technical Evaluation and
- 3) Financial Evaluation. Evaluation Criteria proposed to be adopted would be based on Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Financial Bid Score a weightage of 30.
 - a) It may also be noted that all the activities in the IT operation are subject to audit/inspection by both internal/external auditors ABARD.
 - b) Selected Bidder must take same into consideration while delivering the desired *Software License*.

3. Instruction to Bidders

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

3.1. Amendment to the bidding document

- a) At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- b) The amendment will be posted on Banks website www.upcbl.in
- c) All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- d) In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

3.2. Language of Bid

The bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

3.3. Documents Comprising the Bid

- a) The bid consists of two bids viz., technical Bid and Financial Bid.
- b) Documents comprising the **TECHNICAL BID** as per **Annexure -I**. Any technical Bid containing price information will be rejected.
- c) Masked Price Bid listing all the components as listed in Financial Bid, without indicating the price as per **Annexure -II**
- d) Soft copy of minimum eligibility criteria, technical bid and masked price bid.
- e) Documents comprising the **FINANCIAL PROPOSAL** should be:
 1. Complete Financial bid as per **Annexure -II**.
 2. Soft copy of Financial bid

Price bids containing any deviations or similar clauses may be summarily rejected.

3.4. Bid Currency

Bids to be quoted in Indian Rupee only.

3.5. Earnest Money Deposit (EMD)

- a) All the responses must be accompanied by a refundable interest free security deposit of Rs 4,00,000/- (Rs. Four lakh only), in the form of Demand Draft / Bankers Cheque in favor of "Uttar Pradesh Cooperative Bank limited" payable at Lucknow.
- b) Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- c) Request for exemption from Security Deposit will not be entertained.
- d) The EMD amount of all unsuccessful bidders would be refunded after the selection of successful bidder within 30 days
- e) The end of the bid validity period, including extended period (if any), Or; validity period need to decide by the bank.
- f) Receipt of the signed contract from the selected Bidder.

- g) Successful Bidder will be refunded the EMD amount only after submission of performance guarantee.
- h) The bid security may be forfeited:
 - i. If a Bidder withdraws its bids during the period of bid validity
 - ii. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
 - iii. In case of successful Bidder, if the Bidder fails to:
 - a. Sign the contract
 - OR
 - b. Furnish performance guarantee

3.6. Software License Supply schedule

Bidder to Supply Software at UPGB, HQ, Lucknow within 2-4 **WEEKS FROM THE DATE OF PURCHASE ORDER / Agreement whichever is earlier.**

- a) In the event of non-supply of software to offices within time frame penalty at 1% of the order value will be charged for every weeks delay subject to a maximum of 10%.
- b) All cost towards providing software license has to be borne by the Bidder.

3.7. Performance Guarantee

The selected Bidder will be required to provide 2 % of the order value as Performance Guarantee, in the form of bank guarantee from a scheduled Financial bank. This guarantee will be null and void after completion of the project.

3.8. Period of Validity of Bids

- a) Prices and other terms offered by Bidders must be firm for an acceptance period of six (6) Months from date of closure of this Tender Document.
- b) In exceptions circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

3.9. Format and Signing of Bid

- a) Each bid shall be in two parts:
 - i. Part I: Consists of TECHNICAL BID and Masked Financial Bid [Price bids without any price].
 - ii. Part II: covering only the FINANCIAL BID
- b) The Original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- c) Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.

3.10. Sealing and Marking of Bids

- a) The Bidder shall seal the envelopes containing Technical and Financial Bid separately.
- b) The envelopes should be NON-WINDOW, each super scribed with "SUPPLY OF MS OFFICE

STANDARD 2013 LICENSE TECHNICAL BID / FINANCIAL BID" as the case may be.

- c) Envelop shall be addressed to the Bank at the address given below:

The Managing Director
Uttar Pradesh Cooperative Bank Limited Head Office,
2 M.G.Marg, Lucknow-226001

- d) All envelopes should indicate on the cover the name and address of bidder along with contact number.
- e) If the envelop is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.11. Deadline for submission of Bids

- a) The bids must be received by the Bank at the addressed specified, no later **than 19/11/2013**
- b) In the event of the specified date for the submission of bids, being declared holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- c) The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.12. Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

3.13. Modification and/or Withdrawal of Bids:

- a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- b) The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- c) No bid may be modified after the deadline for submission of bids.
- d) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.
- e) Bank has the right to reject any or all tenders received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

3.14. Opening of Bids by the Bank

- a) On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives.
- b) The Bidder name and presence or absence of requisite EMD, Tender Document cost and such other details as the Bank, at its discretion may consider appropriate will be announced at the time of technical bid opening.
- c) Bids that are not opened at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.15. Clarification of bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidder for Clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-mail), and no change in the substance of the Bid shall be sought, offered or Permitted.

3.16. Preliminary Examinations

- a) The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.
- b) The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- c) Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. Will be deemed to be a material deviation. The Bank determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site/s of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
- d) If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- e) The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

3.17. Bid Evaluation

Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) Where Technical Bid Score will get a weightage of 70 and Financial Bid Score a Weightage of 30. Bank may waive off any minor infirmity or nonconformity or Irregularity in abide, which does not constitute a material deviation, provided such a Waiving, does not prejudice or affect the relative ranking of any bidder.

4. Defamations:

As used in the context of Software Licenses, the following words shall have the meanings defined in this Clause 2. Solely as used in the context of Software License (SL), the words defined in this Clause 2 shall supersede any conflicting definition set forth elsewhere in the Agreement.

4.3. Disclaimer

In case bidder fails to supply software license within time frame, BANK will reserve the right to re-look at the contract and redefine and penalty clauses to safeguard its interest.

5. Bid Evaluation Methodology

5.1. Introduction

The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost. To meet BANK 's requirements, as spelt out in the TENDER DOCUMENT, the selected Bidder must have the requisite experience in providing software license in the field of Information and Communication Technology, the technical. The evaluation process of the bids proposed to be adopted by BANK is indicated below. The purpose of it is only to provide the bidder an idea of the evaluation process that BANK may adopt. BANK reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and Financial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation BANK may seek specific clarifications from any or all the Bidder.

It may please be noted that BANK reserves the right to reject any proposal in case name is found incomplete or not submitted in the specified format given in this Tender document.

The details of 'Minimum Eligibility Criteria', provided by the vendor in its response to this Tender Document, will be evaluated first. The technical and Financial responses to this Tender Document will be considered further only for those vendors who meet **the Minimum Eligibility Criteria**. Vendors must provide their responses in the format given in **Annexure -I**.

Quality cum Cost Based System (QCBS)

Evaluation criteria proposed to be adopted will be Quality cum Cost Based system (QCBS) where Technical Bid Score will get a weightage of 70 and Financial Bid Score a weightage of 30. The technical and financial response evaluation will be based on the criteria described in section onwards.

5.2. Minimum Eligibility Criteria

Proposals not complying with the minimum eligibility criteria are liable to be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria.

- a) The respondent should be a proprietorship/partnership/Pvt. Ltd/Ltd company. Copy of registration certificate to be enclosed.
- b) The respondent should be in business for at least five years as on the date of this tender.
- c) The respondent should be a at least Silver Certified Partner of Microsoft .Copy of Silver certified partner to be enclosed. Bank will also verified partnership details online on Microsoft Partner Portal Network.
- d) The respondent should be ISO 9001-2008 certified in software category. Copy of certificate to be enclosed. Bank will also verified the ISO certificate with original at the time of evolutions.
- e) The respondent should have a minimum average annual turnover of Rs. Two to four crores over the last three(3) years i.e. 2010-11, 2011-12, 2012-13. If audited figures for FY-2013 are not available, provisional figures may be provided. **The bidder should have a positive net worth in each of the last three audited financial years.(Proof: Annual Audited Financial Statements for ,2010-11,2011-12,2012-13.**
- f) The respondent should have executed single order of 1000 License of MS Office Standard/ Professional 2010 or latest from any Central Government /PSU/State Government from last two years. Copy to be enclosed. Bank will also verify with original purchase order.
- g) The respondent should be capable of providing Manufacturer Authorization Form from the OEM for MS Office Standard License.

Check-list for Technical Evaluation:

Sr. No.	Assessment Parameters	Vendor's Response(If required attach proofs)
1	Average Annual Turnover for the last three financial years. (2010-11,2011-12 and 2012-13)	
2	Experience of supply 1000 license in single order, in any Central Government/PSU/State Govt. India	
3	Standard Quality Certifications- ISO 9001:2008 in software category	
4	Microsoft Silver Certify Partner	
5.	VAT/TIN NO	
6	Service Tax Registration No	
7	PAN NO	
8	OEM Authorisation	

5.3. Evaluation of Technical Bids

Minimum Eligibility Criteria bids received from the Bidder will be opened on the last day of the submission of bids (after stipulated time of submission) in the presence of representatives of the bidders who choose to be present as per the schedule stipulated by BANK. A detailed analysis will be subsequently carried out by BANK. Based on responses to 'Minimum Eligibility Criteria', Bidder will be shortlisted for technical evaluation further. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RTS) shall be assigned to each bid. Technical Bids receiving a RTS greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round. Vendor have to ensure that all the document mentioned in the Check list for technical evaluation is in line based on which evaluation will be done.

Relative Technical Score (RSTech) for each Bidder will be calculated as follows based on above parameters:

$$\text{RSTech} = T / \text{Thigh} * 100$$

Where, RS Tech =Relative score for Technical Bid of the vendor

T =Technical score obtained in the current bid

Thigh =Highest technical score out of all the bids obtained

Note: If less than 3 bidders qualify as per above criteria (RS Tech >= 70), BANK reserves the right to short list the top 3 bidders.

5.4. Evaluation of Financial Bids

In this phase, the Financial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Financial Bid should contain the total cost of all services, comprising of all items as mentioned in the TENDER DOCUMENT.

Relative Financial Score (RS Com) for each Bidder will be calculated as follows:

$$\text{RS Com} = \text{C Low} / \text{C} * 100$$

Where, RS Com= Relative score for Financial Bid of the vendor

C =Financial bid value of the current bid

C Low =Lowest Financial bid value

5.5. Final Selection of the Eligible Bidder

Total Relative Score (RS) obtained by each eligible Bidder will be calculated as follows:

$$\text{RS} = \text{RS Tech} * 0.7 + \text{RS Com} * 0.3$$

The eligible Bidder will be selected based on maximum Relative Score

(RS) obtained. The Bidder with the highest Relative Score (RS) will be selected and further discussions will be held for finalizing the contract.

6. Financial Terms and Conditions

Bidders are requested to note following financial terms and conditions for this project.

6.1. Cost of Tender Document:

Price of the bid has been fixed at Rs.5, 000/-. Bidder has to necessarily deposit Rs. 5,000/- (Rs. Five thousand only) in the envelope of 'Technical Proposal', in the form of Demand Draft / Bankers Cheque in favor of "Uttar Pradesh Cooperative Bank Ltd" payable in Lucknow. Any bid received without this shall be considered unresponsive and rejected.

6.2. Currency:

The Bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR may not be considered.

6.3. Price:

- a) The Price quoted by the Bidder should be FLAT RATE [i.e. Should include all costs.,
- b) The price should be inclusive of all taxes, duties, levies charges, transportation, insurance, octroi etc. However, applicable Service Tax will be paid on actual.
- d) The price quoted by the Bidder shall be fixed.
- e) Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.

6.4. Validity of Bids:

The prices and other terms offered by Bidder must be firm for an acceptance period of six (6) months from date of closure of this Tender Document.

6.5. Delivery schedule:

- a) Bidder will supply within THREE WEEKS from the date of the purchase order.

6.6. Penalty:

Penalty charged towards , If bidder will fail to supply Software within delivery period @10% '.

6.7. Acceptance:

BANK will be verify the License Online on Microsoft VLC site.

6.8. Payment Terms:

- a) 100% against delivery along with performance Bank Guarantee for 60 days.

7. General Terms and Conditions

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this Tender Document and its Annexure. Failure to furnish all information required in the Tender Document Documents, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information as part of response to this Tender Document. Document in every respect may result in rejection of the proposal.
2. At any time prior to the deadline for submission of Bids BANK may, for any reason, whether at his own initiative or in response to a clarification requested by prospective Bidders, modify the Tender Document by amendment, which will be placed on the bank's website for information of all prospective Bidders.
3. All such amendment shall become part of the Tender Document and same will be notified on bank's website. The Bidders are required to have a watch on bank's website for any such amendment.
4. Bidder must take into consideration each and every line of this tender document while preparing technical and Financial proposal for the project. Bidder is requested to get any issue clarified by BANK before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything as per the scope of the project during the contracted period. BANK will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.
5. BANK reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website.
6. BANK reserves the right to change the requirement specifications and ask for the revised bids or cancel the process without assigning any reasons.
7. Notwithstanding anything to the contrary contained in the contract, BANK shall have liberty to invoke the Performance Guarantee in addition to other remedies available to it under the contract or otherwise if the selected Bidder fails to fulfill any of the terms of contract order or commits breach of any terms and conditions of the contract.
8. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by BANK.
9. These responses would be deemed to be legal documents and will form part of the final contract. Bidders are requested to attach a letter from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and could be rejected. Format of letter is given in.
10. BANK reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder if in the opinion of BANK, the information furnished is incomplete or the Bidder does not qualify for the contract.
11. The scope of the proposal shall be on the basis of single point responsibility, completely covering the products and services specified under this Tender Document.
12. The Financial and Technical bids will have to be signed on all pages of the bid by the authorized signatory and also enclosed. Unsigned bids would be treated as incomplete and would be rejected. Also original ink sign copy of the OEM authorisation should be enclosed. Without original ink sign copy would be rejected.

13. By submitting a proposal, the Bidder agrees to promptly contract with BANK for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with BANK will relieve BANK of any obligation to the Bidder, and a different Bidder may be selected.
14. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by BANK.
15. The Bidder must strictly adhere to the delivery schedule of UPCHB HQ, Lucknow. Failure to do so will be considered as breach of the terms and conditions of the contract.
17. Termination Clause
 - a) BANK reserves its right to terminate the order partially or fully in the event of one or more of the following situations:
 - b) The Bank may, at any time terminate the contract by giving written notice to the bidder if the bidder provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.
18. Letter of Competence

By submitting the 'Letter of Competence' as per the format given in Annexure -VI, the Bidder undertakes that it is an expert, fully competent in all phases involved in the performance of the provisions of this Tender Document. The Bidder also acknowledges that BANK relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this Tender Document.
19. BANK shall release the payment to as per the agreed payment terms mentioned in financial terms and conditions.
20. BANK shall not be held liable for costs incurred during any discussion on proposals or proposed contracts or for any work performed in connection therewith.
21. BANK may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of BANK contains any false or misleading claims or statements. BANK has no liability to any person for excluding or rejecting any such proposal.
22. This Tender Document contains information proprietary to BANK. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees (of the prime Bidder) involved in preparing the requested responses. The information contained in the Tender Document may not be reproduced in whole or in part without the express permission of BANK.
23. Responses received become the property of BANK and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
24. Bidder shall indemnify, protect and save BANK against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of the Bidder, its employees, its agents, or employees of the consortium partners in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.
25. All Bidder records with respect to any matters covered by this agreement shall be made available to BANK or its designees at any time during normal business hours, as often as BANK deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
26. BANK reserves the right to verify, through its officials or such other persons as BANK may

authorise, the progress of the project at the development/ customization site of the Bidder.

27. Any publicity by the Bidder in which the name of BANK is to be used should be done only with the explicit written permission of BANK.

28. Bidder should guarantee that the software and allied components used to service BANK are licensed and legal.

29. Limitation of liabilities

Save and except the liability under clause no. 7.39 above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other Financial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of Bidder arising at any time shall not exceed the total contract value.

30. Force Majeure

a) The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God, public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of BANK either in fires, floods, earthquake, strikes, lock-outs and freight embargoes.

b) If a Force Majeure situation arises, the Bidder shall promptly notify BANK in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by BANK in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

c) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, BANK and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

d) Notwithstanding above, the decision of BANK shall be final and binding on the Bidder.

31. Resolution of Disputes

a) BANK and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal discussions, BANK and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

b) The dispute resolution mechanism to be applied shall be as follows:

c) In case of Dispute or difference arising between BANK and the bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1965.

d) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

e) The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

f) The Contract shall be interpreted in accordance with the laws of the Union of India and the

Parties agree to submit to the courts of Lucknow.

g) No conflict between the Bidder and BANK will cause cessation of services. Only by mutual consent the services will be withdrawn.

h) BANK reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this Tender Document.

(Annexure-I): Technical Bid Covering Letter

Date:

The Managing Director
Uttar Pradesh Cooperative Bank Ltd.,
Head Office, 2-M.G. Marg,
Lucknow-226001.

Dear Sir,

Technical Bid Supply of MS Office Standard 2013 License Part No:02110257

We, the undersigned, offer to provide service for the above-mentioned project, in accordance with your tender document [Insert Tender Document Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria, this Technical proposal and a Financial Proposal. The minimum eligibility criteria and technical proposal are put in one envelop and the Financial proposal in separate envelop. If contract discussions are held during the period of validity of the Technical proposal, i.e. before [Insert Date], we undertake to contract with Bank, failing which our EMD may be forfeited. Our Technical Proposal is binding upon us and is subject to the modifications resulting from contract discussions. We also enclose masked Financial Bid. We understand you are not bound to accept any proposal you receive.

We remain, Yours sincerely,

Signature of With Seal Authorised Signatory

Date

Place

Annexure–II: (Technical Bid)

(Part A)

8. Annexures: Following format has to be filled by the Bidder [Service Provider] and has to be submitted in a separate envelope along with softcopy and relevant documentary proof

S.No.	Minimum Eligibility Criteria	Bidder's response
1	Name of the company	
2	Year of establishment	
3	Type of Company [Govt/PSU/Pub. Ltd / Pvt. Ltd. /partnership/proprietary]	
4	Registration No. and date of registration. <i>Registration Certificate to be closed</i>	
5	Address of Registered Office with contact numbers [phone /fax]	
6	PAN No	
7	Contact Details of Bidder authorized to make commitments to BANK <ul style="list-style-type: none">• Name• Designation• Mobile No.• Fax No.• Mail-id	
8	Annual Turnover(Amount in Rupees) 2012-2013 2011-2012 2010-2011	
9	Networth as on FY ending 2011-2012,2010-2011,2009-2010 <i>Audited/CA certificate of Balance sheet and Profit & Loss accounts for last 3 years to be submitted.</i>	

Place:

Date:

Name and Signature with Seal

Note:

1. Bidder response should be complete; yes answer is not acceptable...
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. BANK will not make any separate request for submission of such information.
4. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

8.1 **(Part B)**

Bidder response to the Technical Bid of this Tender document must be provided as per following structure. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter, format of which has been given at the end of this section.

8.2. Masked Financial Bid

BANK reserves the right to cancel the bid at the time of financial evaluation if format/detail (except price) of 'Masked Financial Bid' does not match with format/detail of actual Financial Bid.

Statement of Deviations

Bidders are requested to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below.

BANK may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by BANK will not entitle the bidder to submit a revised Financial bid

List of Deviations

Sr.No.	Clarification point as stated in the tender document Page number	Comment	Suggestion	Deviation

(Annexure-III):Financial Bid Covering Letter

Date:
Managing Director

Dear Sir,

Financial Bid for MS Office Standard 2013 Part No: 02110257

We, the undersigned, offer to software license for the above-mentioned , in accordance with your Tender Document *finest Tender Document Number:/* dated *date*], and our Proposal (Technical and Financial Proposals). The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges. Our Financial Bid shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal, i.e., *[Insert date]*.

Yours sincerely,

Date
Place

Signature of Authorized Signatory. . .

Name of the Authorized Signatory. . .
Designation...
Name of the Organization...
Seal ...

Annexure- IV (Financial Bid)

The structure of the Bidder's Financial response to this tender must be as per following order. Any extra information may be provided as separate section. Financial Bid Response must be submitted with Financial Bid covering letter, format of which is given at the end this section.

Sr. No	Product Descriptions	Rate License per per Annum in Rs.	QTY	Amount in Rs. (Without Tax)	Amount in Rs. (with Tax)
1	MS OFFICE STANDARD 2013 LICENSE PART NO: 02110257		1000		
Grand Total					

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- All the pages of financial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes and other levies.
- TDS will be deducted if applicable
- Rate quoted for software must be valid for perpetual license. Further, the bidder should be ready to offer the same rate in case of requirement of license increased. Repeat order will be given by Bank.
- All the rates must be quoted in INR.

Annexure –V : (Performance Guarantee Format)

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the UPGB/DCB (BANK), a----- constituted and established under the ----- Act, -----, and having its Head Office at ----- (hereinafter called the Bank) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. (Rupees only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. dated ----- made between the vendor and the Bank for providing services for BAJ K's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the BANK to the extent of Rs. (Rupees only) against any loss or damage caused to or suffered by the Bank during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Cooperative shall be final and conclusive.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Bank such sum not exceeding the said sum of Rs. (Rupees only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Cooperative to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto , whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the Cooperative to the vendor during the Warranty period have been made good to the satisfaction of BAJ or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. , whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees /- only and will expire on ----- and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from , i.e. on or before , all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executants has the power to issue this guarantee and executants on behalf of the Bank and

hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee. Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. (Rupees only). Our guarantee shall remain in force until . Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before . Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Bank in writing. In witness where of we have set and subscribed our hand and seal this day of 200.

SIGNED, SEALED AND DELIVERED. BY

AT

IN THE PRESENCE OF WITNESS :

1) Name

Signature.....

Designation.....

2) Name

Signature.....

Designation.....

Annexure VI: (Letter of Competence Format)

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against BANK's Tender Document No. /..... This is to certify that we *[Insert name of Bidder]*, Address.....are fully competent to undertake and successfully deliver the scope of services mentioned in the above Tender Document. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc. We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the connectivity expeditiously and correctly and provide the services professionally and competently. We also certify that all the information given by in response to this Tender Document is true and correct.

Authorised Signatory of the Bidder

Date:

Annexure –VII : (List of Locations)

SL.No.	Name of DCB	Number of Branches	
1	Rampur	29	29
2	Bareilly	25	29
3	Pilibhit	15	18
4	Bijnor	46	49
5	Lakhimpur- Khiri	64	66
6	Meerut	53	55
7	Saharanpur	21	24
8	Bulandsahar	28	29
9	Gaziabad	33	33
10	Moradabad	41	43
11	Firojabad	14	17
12	Mathura	18	21
13	Sahajahanpur	29	24
14	Urai(Jaloun)	18	21
15	Mujaffarnagar	44	47
16	Banda	27	30
17	Meerjapur	28	31
18	Jhansi	17	20
19	Unnao	19	22
20	Raibareilly	32	35
21	Mainpuri	11	14
22	Mau	10	13
23	Badaun	21	24
24	Kanpur	29	32
25	Barabanki	25	28

26	Mahoba	20	21
27	Aligarh	19	22
28	Etawa	27	30
29	Lalitpur	10	13
30	Agra	16	19
31	Lucknow	23	26
32	Pratapgarh	25	28
33	Fatehgarh	19	22
34	Eta	21	24
35	U.P. Cooperative Bank Limited	28	41
Total		905	1000