

**Request for Proposal (RFP)**  
**For**  
**Implementation of Artificial Intelligence based**  
**Intelligent Virtual Assistant – Chatbot**



**Head Office-2**  
**Department of Information Technology**  
**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1**  
**Salt Lake, Kolkata-700 064**

**RFP Ref. No: DIT/BPR&BTD/OA/3574/2019-20 Date: 27.09.2019**

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for its Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO BANK or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.

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### Bid Control Sheet

<b>Tender Reference</b>	<b>RFP Ref No: DIT/BPR&amp;BTD/OA/3574/2019-20 Date: 27.09.2019</b>
<b>Cost of Tender documents</b>	<b>Rs.10,000/- (Rupees Ten Thousand Only)</b>
<b>Date of issue of RFP</b>	<b>27.09.2019</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.2,00,000/- (Rupees Two Lakhs only)</b>
<b>Date of commencement of sale of tender document</b>	<b>27.09.2019</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>11.10.2019 upto 05:00 PM</b>
<b>Pre-Bid meeting (Date, Time &amp; Venue)</b>	<b>15.10.2019 at 12:30 PM. at Head Office-2 Department of Information Technology 5<sup>th</sup> Floor, Conference Room, 3 &amp; 4 DD Block, Sector - 1, Salt Lake, Kolkata-700 064</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>31.10.2019 at 04:00 PM</b>
<b>Opening of technical bids</b>	<b>31.10.2019 at 04:30 PM</b>
<b>Opening of Price Bid</b>	<b>Will be informed subsequently to technically qualified bidders.</b>
<b>Address of Communication</b>	<b>Chief Manager, Head Office-2 Department of Information Technology 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064</b>
<b>Email address</b>	<b><a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a></b>
<b>Contact Number</b>	<b>033-4455 9775 / 9758</b>
<b>Bids to be submitted</b>	<b>Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5<sup>th</sup> Floor, 3 &amp; 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.</b>

**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 PM. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.



## **Part – I**

### **1. Introduction**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2300+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled.

### **2. Overview or Objective**

Chatbots help the banks to improve their services and hence enhance customer satisfaction. It is also essential in improving product offerings. Customer feedback is one of the key factors of any banking service. With the help of intranet-based chatbots, the banks can get a more specific customer feedback that can help them in improving their services. Chatbots can be used on social media apps like WhatsApp, Facebook Messenger to provide customer service through conversational banking. Moreover, Banks can focus on areas that need more human intervention wherein the bots can suggest products and solutions to the customers thereby saving upfront costs on deploying agents for handling customer queries. Chatbot uses deep neural network and machine learning tools to deliver best AI model to client.

### **3. Eligibility Criteria**

Only those Bidders, who fulfill the following all eligibilities criteria, are eligible to respond to this RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

<b>Sl No</b>	<b>Criteria</b>	<b>Proof of documents to be submitted</b>
1	Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on RFP issuance date.  Concerns registered as MSME Entrepreneur should be categorized as MSME as on RFP submission date. The bidder should not be a subsidiary of a foreign company.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted.  Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.

2	The bidder submitting the offer should have net profit for the last two financial years i.e. 2017-18 & 2018-19.	Copy of the audited balance sheet and Profit & Loss statements, Certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, networth and turnover of the company for the last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.
3	The bidder should have a minimum annual turnover of Rs.2 Crores per year during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.	
4	The Bidder shall be the OEM or authorized partner of Intelligent Virtual Assistant (IVA) solution offered. However, either OEM or authorized partner can submit offer under this RFP but not both.	Relevant Certificates in this regard should be provided.  If the Bidder is an authorized partner of OEM for Intelligent Virtual Assistant (IVA) software, the bidder needs to provide Manufacturer Authorization Form (MAF) stating authorized partner from proposed OEM.  In case of OEM, an undertaking stating the same must be submitted by the bidder.
5	The Bidder/OSD must be in business of IT solution, development and implementation for last two years. Out of these two years, the entity should have an experience in the business of Intelligent Virtual Assistant (IVA) solution in at least one Scheduled Commercial Bank / Public Sector Undertaking / BFSI for minimum one year as on the date of issuance of RFP.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
6	The proposed solution should have been implemented and presently working in any Scheduled Commercial Bank / Public Sector Undertaking / BFSI.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.

7	Bidder should not have been debarred / black-listed by any Public Sector Bank / ICAI as on date of bid submission.	Self-declaration to that effect should be submitted on company letter head.
8	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.

**Note:** In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

## **PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

### **1. Invitation for Bids**

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2. Due Diligence**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

### **3. Tender Document and Fee**

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also be downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com). The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at or before the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof and without any cost or compensation

therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage, if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

**The Bank details are as below:**

- **Account Number-18700210000755**
- **Account Name- M/s HO DIT**
- **Branch- DD Block, Salt Lake branch**
- **IFSC- UCBA0001870**
- **MICR-700028138**

**4. Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot	<b>Rs.2,00,000/-</b>

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing on unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this

tender specification.

e. In case of the successful bidder, if the bidder fails:

- To sign the contract in the form and manner to the satisfaction of UCO BANK
- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

## **5. Rejection of the Bid**

The Bid is liable to be rejected if:

- i. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- ii. It is received through E-mail.
- iii. It is received after expiry of the due date and time stipulated for bid submission.
- iv. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- v. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- vi. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- vii. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- viii. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XIV.

## **6. Pre-Bid Meeting**

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to [hodit.proc@ucobank.co.in](mailto:hodit.proc@ucobank.co.in). It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

## **7. Modification and Withdrawal of Bids**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

## **8. Information Provided**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained 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 in relation to the provision of services. 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 RFP document.

## **9. Clarification of Offer**

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

## **10. Late Bids**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

## **11. Issue of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **12. For Respondent Only**

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

## **13. 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 RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

#### **14. Selection Process**

The L1 Bidder will be selected based on the lowest cost quoted by the bidder i.e. TCO (Total Cost of Ownership) as given in the commercial format (Annexure-XX).

#### **15. MSME**

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. In tender participating MSEs quoting price within price band of L1+15% allowed to supply a portion upto 20% of requirement by bringing down their price to L1 price where L1 is non-MSEs.
- v. An MSE unit will not get any purchase preference over any other MSE unit.



- vi. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

#### **16. Costs Borne by Respondents**

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

#### **17. No Legal Relationship**

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

#### **18. Cancellation of Tender Process**

- a. UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidder.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

#### **19. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

#### **AND**

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **20. Non-Transferrable Offer**

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

## **21. Address of Communication**

Offers / bid should be addressed to the address given in bid control sheet.

## **22. Period of Bid Validity**

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

## **23. No Commitment to Accept Lowest or Any Bid**

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

## **24. Other Terms and Conditions of the RFP**

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be

responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

## **25. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

## **26. Acceptance of Terms**

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

## **27. RFP Response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of

their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

## **28. RFP Response Validity Period**

RFPs response will remain valid and open for evaluation according to their terms for a period of at least 180 days from the time the RFP response submission process closes.

## **29. Notification**

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **30. Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

## **31. Clarifications on and Amendments to RFP Document**

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

## **32. Language of Bids**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

## **33. Authorized Signatory**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with

regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

#### **34. Submission of offer – Three Bid System**

UCO Bank will follow Three Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (**as per Annexure – XIV**), Technical Bid – containing Technical Information and Commercial Bid – containing Price Information along with the soft copies duly sealed and super-scribed as – RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot (Eligibility Bid), – RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot (Technical Bid) and – RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot (Commercial Bid) **as per the format prescribed in Annexures – XVI, XVII, XVIII, XIX & XX** respectively should be put in a single sealed outer cover duly sealed and super-scribed as – RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot as per the bid details given in the RFP.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and weightage will be given as per calculation mentioned in Part – III (Evaluation Methodology). The bids (along with soft copy preferably in non-optical drives) shall be dropped/submitted at UCO Bank's address given in Bid Control Sheet Table, on or before the date specified therein.

All envelopes must be super-scribed with the following information:

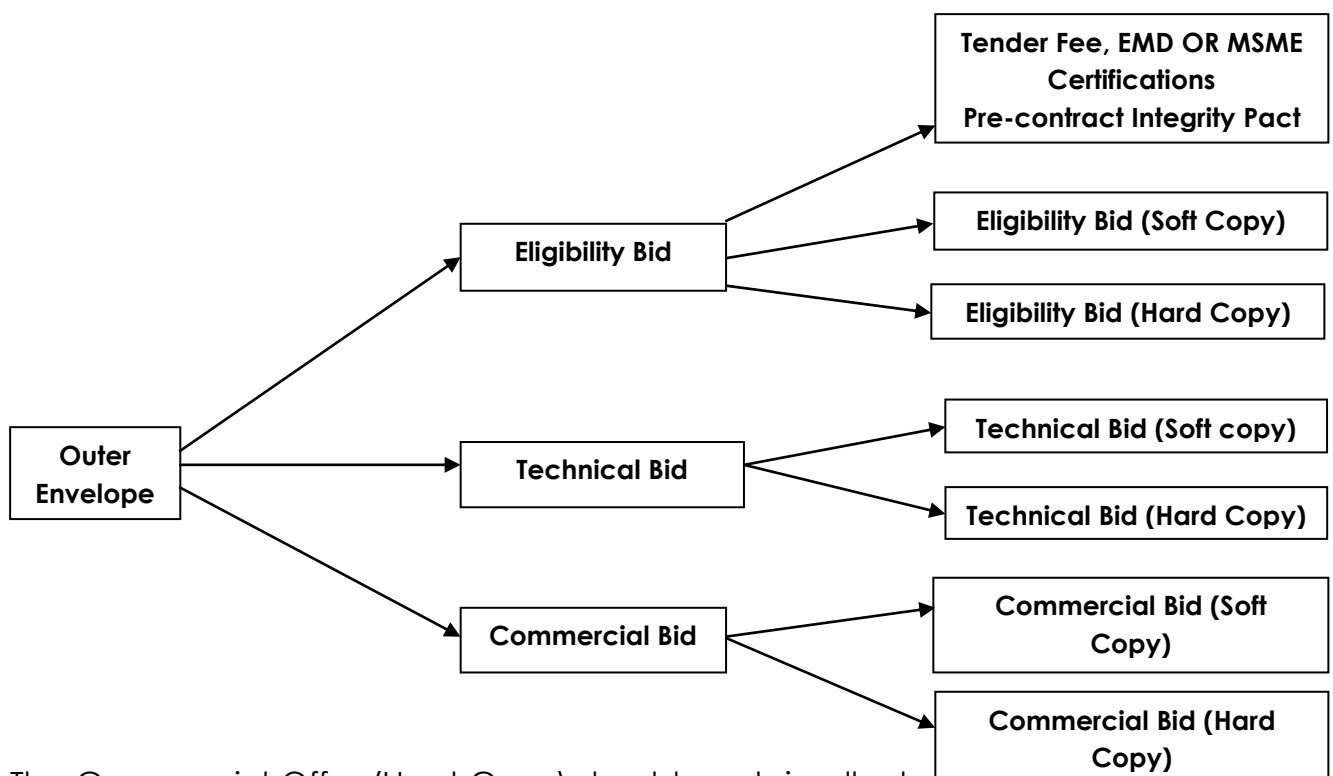
- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Technical or Commercial)

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (as per Annexure – XIV). Tender Offer forwarding letter prescribed in Annexure – I should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility

or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures.**

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

The envelopes separately should contain the documents in the order mentioned in the below diagram.



The Commercial Offer (Hard Copy) should contain all relevant price information as per Annexure – XX.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.

**Note:**

- i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. The commercial offer (Hard Copy) should contain all relevant price information.
- iii. All pages and documents in individual bids should be numbered as page

- no. (Current Page No.) of Page No. - (Total Page No.) and should contain tender reference no. and Bank's Name.
- iv. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
  - v. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
  - vi. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
  - vii. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
  - viii. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
  - ix. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
  - x. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

## **Part – III: BID OPENING AND EVALUATION CRITERIA**

There would be a three (3) stage evaluation process.

The Stages are:-

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in Part – I, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

**The bidder with the lowest commercial quote will be declared L1.**

### **Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

#### **1. Eligibility Evaluation**

The Bank will evaluate the technical response of bidders who are found eligible as per the eligibility criteria mentioned in the RFP.

#### **2. Technical & Commercial evaluation process**

The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, the commercial bids would be evaluated.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. The bidders must submit technical solution document



along with technical bids during bid submission. Moreover, Bank may ask the bidder to provide technical demonstration in details along with presentation if required.

The resources offered should meet all the technical requirements mentioned in scope of work and technical requirement of bank. Non-compliance to any of the technical specification may attract rejection of the proposal without assigning any reason and without any cost or compensation therefor.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial evaluation. After opening of the commercial bids of the short-listed bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

The lowest commercial quote (TCO) from the bidders eligible for commercial opening would be identified as 'L1'. The Bank might recognize the L1 bidder for signing the contract for the scope of work defined within the RFP document.

The **technically eligible bidders** need to provide an end-to-end methodology / solution and arrange for a presentation to demonstrate the same to the Bank before opening of the commercial bids. The time, date & venue for the same should be intimated to the bidders separately. The bidders are expected to cover the entire scope of work mentioned in the RFP during the technical presentation.

### **3. Commercial Evaluation**

The bidder needs to qualify as per eligibility criteria. Only eligible bidders will be qualified for the Technical evaluation process, to be qualified for commercial bid opening. Only those bidders who achieve technical requirements mentioned in scope of work would be short-listed for commercial bid evaluation.

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

The optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Five-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.

#### **4. Normalization of bids**

The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to re-submit the technical and commercial bids once again for scrutiny in part or full.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
  - Revised submissions of the entire bid in the whole.
- i. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The shortlisted bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.
  - ii. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
  - iii. In case there is a variation between numbers and words; the value mentioned in words would be considered.
  - iv. The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.
  - v. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## PART – IV: SCOPE OF WORK

Bank intend to implement an end to end solution for Intelligent Virtual Assistant – IVA i.e. Chatbot. It shall comprise features of Chatbots (Intelligent Virtual Assistant – IVA) to improve the customer experience by opening a new avenue of outreach by the customer which shall eventually result in enhanced customer satisfaction. Customer feedback is one of the key factors of any banking service. With the help of internet-based chatbots, Bank target to get a more specific customer feedback that can help in improving its services.

The scope of work for this purpose, in phased manner is defined below:-

### **Phase I: Non-financial services**

- I. The Chatbot solution should be able to interact with the user and respond to various basic level queries raised in English, Hindi with Natural Language Processing (NLP) capabilities to identify user's query/request/complaints and respond accordingly. In future, provision to implement other Regional languages as per industry standards should be available without any extra cost to Bank.
- II. Chatbot should solve customer queries by training the bot with various intents, deep learning and Artificial Intelligence models. One of the major backbone that helps the bot to trigger accuracy is the data.
- III. The selected bidder must provide training to Bank's team before go-live of the solution at Kolkata (soft copy of the same should be provided).
- IV. Chatbots must engage with bank's customers by broadcasting personalized reminders for payment, insurance dues, premium, update on complain status, policies, polls, surveys, targeted broadcasts to a particular age range.
- V.
- VI. The Chatbot system should be integrated with Bank's Call Centre for further assistance from Call Centre executives.
- VII. The selected bidder should provide Software Development Toolkit for accepting voice-based instructions through Bank's existing Internet Banking, web-based portals, mobile-based portals and ATM applications.
- VIII. Chatbot platform should have provision for a live agent dashboard for seamless transfer of entire chat to the live agent. If the agent is not available, the Chatbot should be capable of raising a service ticket and tracking the

same. The Chatbot platform should also support rule-based re-directing of chat to a relevant live agent based on customer or conversation type.

- IX. Bot should be both platform and Operating System independent.
- X. The selected bidder should provide a dedicated Project Manager with whom Bank will be able to co-ordinate with until go-live of the project.
- XI. Admins should be able to add / update responses of the unanswered queries on the basis of conversation analysis between bot and customer.
- XII. Chatbots must allow users login or sign-up new users from chatbot. Users can use any channel to login or sign-up (website chatbot, mobile app chatbot, messenger chatbot).
- XIII. Single Sign On (SSO), Security Assertion Markup Language (SAML), Open Authorization supported Login/Sign-up
- XIV. Customer shall be able to login using their customer ID, Bank account details, MMID etc.
- XV. Chatbot solution should be able to handle minimum 100 concurrent Chat Sessions, conversation response accuracy of 95%, chatbot uptime of 99.50% on quarterly basis.
- XVI. The proposed solution must comprise of an interactive dashboard containing detailed MIS including data regarding calculation of uptime, system availability, penalties (if any) etc.
- XVII. Proposed solution must be end to end solution comprising both hardware and software including Servers/ OS/ DB/ Application etc. on-prem to be deployed at Bank's DC & DR site including on site FM support.

### **Phase II: Financial services**

In terms of banking services, the following shall be provided through proposed Chatbot solution:-

- i. Fund Transfers Within & External Bank (NEFT, IMPS, UPI) account
- ii. Account Number / MMID / VPA / AADHAAR based authentication and transaction processing
- iii. Balance Inquiry
- iv. Mini Statement
- v. Account opening
- vi. Cheque book requests
- vii. Account statement generation
- viii. Blocking of Debit/Credit card

- ix. Debit card request
- x. Insurance schemes premium payment
- xi. Payment of Donations, Mobile/DTH Recharges
- xii. Facility to know Interest rates/Loan eligibility
- xiii. EMI calculator
- xiv. Deposit calculator
- xv. Realtime assistance in locating ATM/Branch location using GPS
- xvi. Marketing and advisory services for customer acquisition

Detailed List of functional requirement is furnished below which is indicative in nature. Bank reserves right to append/modify/alter as per requirement based on inputs during evaluation phase.

**A. Financial Services through ChatBot:** Following services are to be integrated with Chatbot which includes and not limited to Fund Transfers –

- **Within & External Bank (NEFT, IMPS, UPI)** – Account Number / MMID/ VPA / AADHAAR based, Balance enquiry, Mini Statement, recent transactions, account opening, Cheque book requests, App Downloads, Account Statement, debit / credit card block, debit card request, Insurance schemes premium payments, Donations, Mobile/DTH Recharges etc.
- Bank will consume the required APIs and the bidder needs to integrate the same anytime during the contract period.

**B.** Technology should be easily integrated to different platforms such as Internet Banking, web-based portals, mobile-based portals and ATM.

**C. Customer Servicing (B2C):** On Bank's websites, the customer must be provided to select the Intelligent Virtual Assistant (IVA) – Chatbot from the page directly. Bidder must ensure that the Intelligent Virtual Assistant (IVA) solution for B2C model should be capable of handling all the queries related to every product and service of the Bank. Facility to know Interest rates / Loan eligibility, EMI calculator, Deposit calculator, real-time assistance in locating ATM / Branch location using GPS, Marketing and advisory services for customer acquisition and on-boarding are part of scope under B2C.

**D. Virtual Personality:** Bidder should program IVA with personality that reflects organization brand, style and values as customer appreciates expression of empathy and patience. Bidder is responsible for chatbot UX & UI design of which below jobs shall be covered - Wireframes & Flow design for (i) Chatbot Conversation UI (CUI) & (ii) Art directions.

**E. Interface Connector:** Process has to be setup to identify that the participant in the Intelligent Virtual Assistant (IVA) is the follower/fan of our Social Media

page. Hashtag function has to be enabled in the Intelligent Virtual Assistant (IVA), where the customers will respond with #tags and the Intelligent Virtual Assistant (IVA) will be responding to a particular query. If the customer is using the Intelligent Virtual Assistant (IVA), he/she should be greeted by his first name. Integration support using APIs, ISO, Web services, Enterprise Service Bus, Message Queues, Custom Adapters, pre-built integrations with backend systems etc.

- F. Enhancements and Troubleshooting:** The selected bidder will ensure troubleshooting and enhancements in the services during the contract period. All services for implementation, smooth operation and maintenance of all components of chatbot solution developed / to be developed will be part of the contract period. The selected bidder will have to include version upgrades and enhancements in services on account of industry dynamics as a part of the contract during the contract period.
- G. Adequate Manpower:** There should be at least one technical resource for maintaining the system and updating the responses on regular basis.
- H. Information Security:** The selected bidder has to adhere to the Bank's security guidelines and will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. Confidentiality of Bank's customers' information should be maintained even after the contract expires or gets terminated.
- I. Social Media Banking:** In Social Media, the Intelligent Virtual Assistant (IVA) has to be activated through Direct Message (DM) on the Twitter, Facebook, WhatsApp, Instagram and other social media channels. Social Media Banking entails the following services to be provided on the following:
- Balance Enquiry
  - E-Pass Sheet
  - Mini Statement
  - Loan Account Passsheet
  - TD Account Passsheet
  - Loan Eligibility (Home, Vehicle etc.)
  - Request for ChequeBook
  - Rate of Interest Enquiry
  - FAQs on newly launched products
  - Stock Broking
  - Tax Planning
  - E-Commerce services such as Mobile Recharge, Cab/Hotel/Bus Booking etc.
- J. Two-Way Speech Connector:** IVA Solution should support speech-to-text (S2T) conversion of the user's voice and text-to-speech (T2S) conversion for

the chatbot's spoken response. Solution should also have connectors to use Smart Assistants such as Alexa, Google Home, etc. and Phone, IVR, SMS/eMail etc.

- K. Natural Language Processor (NLP) Capabilities:** Platform should have capabilities based on NLP i.e. built-in sentiment and tone detection, average deep learning-based model accuracy, automatic speech recognition and speech synthesis, semantic knowledge packs etc., Multi Language Support, Entity Skipping Flows, Automatic conversation validation, transcript analyzer toolkit, Goal-based flows and state tracking, forms & rating, rich GUI based workflow designer etc., The Chatbot should be able to detect the emotional polarity of the subject the human is talking about. It should be able to tell from the way the text or speech pattern is presented whether the human is angry, sad or happy.
- L. Intent Engine:** Bank will provide required access to relevant platforms. The solution should focus on operational efficiency, quality and cost efficiency with continuous improvement by learning from regular sessions.
- M. Conversational Persistence Module:** The bots deployed should be capable of having an end-to-end conversation with the users. The bots should not be restricting the conversation using a certain template or pattern. The Chatbot should be able to assist users with the following:
- 'How To' series for products
  - Product FAQs
  - Online Payment
  - Offers on RuPay, UPI, BHIM etc.
  - User On-boarding to help and guide customers get on-boarded on Digital Products like Internet Banking and Mobile Banking.
- N. Seamless Human Hand-off (Exception Handling):** Customers often become frustrated when they cannot access human for customer service. To address this, IVA platform should be capable of integrating with customer service representative at any time over web technologies basis business rule of handling the exceptions such as frustration based, intent based, scheduled based hand-off, IVA unable to process the request after a specified no. of attempts, IVA escalations, etc. Platform should provide alerts to business users / stakeholders on any deviations, failures as per escalation matrix.
- O. Training the BOT and Analytics:** The selected bidder should analyse and train bot proactively on an on-going basis. Dashboard access is to be provided to Bank's team for effective real time monitoring. Bot should be updated with all the latest information related to Bank's existing as well as newly introduced products and services at any point of time.

**P. Bot Knowledgebase:** Bank's Subject Matter Expert (SME) shall provide information, FAQs on products / services and the solution shall convert the information ready for Intelligent Virtual Assistant (IVA) conversation. Platform should provide integration with one or more knowledge sources that can be used in designing the Bot flow. These knowledge sources can be in the form of CSV import (FAQ with question and responses listed in a CSV format). This can also include rich media response, PDF documents (One or more pdf documents can be also be used as the knowledge source). HTML pages / URL Links (Web pages or static resources).

**Q. Customer Analytics and Bot Behavior Analysis:** The Intelligent Virtual Assistant (IVA) solution should be able to capture customer information such as email-id, IP address, browser/OS details etc. and relevant data as applicable / required by the bank for data analysis. Solution should provide dashboard with real-time statistics and historical reports on IVA executions. Bidder should provide IVA's monthly statistics on its ability to respond to user commands or queries in the shortest amount of time and best way possible.

**R. Training:**

- i. Bidder has to provide training for the solution offered in the proposed solution from OEM directly at Kolkata or any other place (if required) at no additional cost to Bank.
- ii. Bidder has to provide the user manual and technical documentation both hard and soft copies (\*.docx / \*.pdf) to the Bank.
- iii. Bidder has to arrange onsite classroom training with workstations and required amenities to facilitate the training.
- iv. Bidder should provide training material and hands-on during the training.

**S. Governance / Monitoring Systems:** Solution should include monitoring capabilities to track the different command and responses of its users and consumers applications. Bidder shall provide a dedicated Project Manager during and post deployment and should have a 24 X 7 X 365 monitoring / proactive monitoring, technical and functional support team with skilled man-power for support, monitoring and operations. In addition, the Bidder should deploy resource on the bank's premises during the implementation stage until production go-live and post go-live for one month during Bank business hours for proactive monitoring, reporting, and providing support to bank officials, addressing and resolving customer grievances, if any. Platform should be capable of providing chat volumes, response time to chat requests, lead time to resolve the query, customer related information, IVA



availability report (uptime/downtime), other reports as per business user requests.

- T. Solution Support:** Bidder should provide documentation and user manual for the product, processes, tools and utilities. Bidder should also provide patches, updates and upgrades during the contract period and implement the same. Bidder will ensure troubleshooting and enhancements in the services during the contract period. All services for implementation, smooth operation and maintenance of all the components of Chatbot Intelligent Virtual Assistant (IVA) solution developed/to be developed will be part of the Project. Version upgrade and enhancements in services on account of industry dynamics as a part of the contract during the contract period is to be taken care of by the bidder. The selected bidder shall act as a single co-ordinator for issues related to operational problems of the chatbot and be required for identifying and coordinating with other vendor(s) to resolve such problems.
- U. Audit and Compliance Management:** Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the bank from time to time. Continuous risk assessment and control process of the Bot to be conducted and probability of each risk along with impact to be evaluated and to be provided proactively periodically to Bank team.
- V. Security & Confidentiality:** IVA platform should provide security capabilities such as encryption (e.g. AES256), data privacy, multi-factor authentication and support for Security Assertion Markup Language (SAML)/Single Sign-On (SSO) and Role Based Access Control policies to effectively leverage enterprise data sources. Bidder should comply with all the guidelines issued by DFS/RBI/IBA/Govt. of India and any other regulatory authority from time to time at no additional cost to Bank. The solution should adhere to the security policies set up by the Bank. The Solution should be secured and scalable for enhanced add-on services as per industry standard. The service provider will not disclose or use any information and data generated during Intelligent Virtual Assistant (IVA) sessions such as user details, queries, responses, statistical data, and so forth, with any third party.
- W. Data Backup Plan:** Solution should be capable of performing scheduled backup as per Bank's policy.
- X. IVA Chatbot KPI Metrics:** Defining the metrics is important. Since many of the capabilities of the chatbot will be measured through those metrics. Solution should provide following KPI metrics:

**Y. User Metrics:** Total users, active users, engaged users, new users, Average Number of Conversations per User.

**Z. Message Metrics:**

- **Conversation Starter Messages:** Number of messages where we start the interaction by the bot.
- **Bot Messages:** Bot messages are the total number of messages sent by the chatbot in each interaction.
- **In Messages:** This category shows the messages sent by the user.
- **Miss Messages:** Miss Messages are the ones our chatbot can't process.
- **Total Conversations:** Number of conversation started and successfully completed on a given day. This is the concept engaged users.
- **New Conversations:** Number of new conversations started. This captures both the inexperienced users and the conversations that are initiated by the returning users on a different matter, problem or an order.

**AA. Bot Metrics:**

- **Retention Rate:** This is the percentage of users that return to using the Chatbot on given time frame.
- **Response time:** To measure bot response time.
- **Goal Completion Rate (GCR):** This captures the percentage of successful engagement through chatbot. Users will probably try to reach different information or service.
- **Goal Completion time / messages / taps:** Chatbots need to provide a seamless and efficient experience and they have plenty of substitutes such as company's web pages or apps. Minimizing the effort to complete a goal can improve user experience.
- **Fall Back Rate (FBR):** No robot is perfect; therefore chatbots are expected to fail sometimes, but what really matters is those failures happen regularly or in some extreme cases. Fall Back Rate captures that information. This is the percentage of times our chatbot failed or experienced a near-failure situation.
- **User Satisfaction:** A new metric can be defined through the exit surveys. Customers or the people engaging with the chatbot can rate their experience to achieve further product excellence. This can be implemented as a binary variable such as "did the bot perform well? – Yes, or No" or we can create more complex evaluation forms to rank and provide points for each different category. This metric would capture the overall effectiveness of the bot from the user experience point. Directly provided by the user.

- **Virality:** Not all bots are viral but bots that motivate user to include other's in the conversation can achieve viral growth.
- **Rate of confusion:** The confusion rate can be measured using the following formula.
- Confusion Rate = (Number of times the chatbot had to fall back / Total Messages Sent) X 100

Response Accuracy Rate = 100 – Confusion Rate

Artificial intelligence and machine learning rate: Percentage of user questions that are correctly understood to measure this.

- The bidder is responsible for setting up the Production, UAT (User Acceptance Test) and DR Environments. The Bidder will be responsible for creating and managing environments for Integration testing and UAT (User Acceptance Testing). Aforementioned will entail setting up of two environments namely a Staging Environment and a Live Production Environment alongside establishing DR environment.

### **DELIVERABLES**

- Complete Integration, Configuration, Development, Architecture, DR replication & Switchover, customization, Security & Risk Mitigation, implementation and project plan & schedule.
- The solution should be able to create the required management dashboards and reports required by management
- Project schedule updated in bi-weekly basis and Post implementation review report.
- The application software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- The selected bidder should review the information security risks in line with RBI guidelines, IT Act etc. and other best security practices for the scope mentioned in the RFP and provide its mitigates. Bidder should submit a certificate indicating that the solution being proposed in the RFP, is complying all regulatory guidelines viz. RBI Guidelines/IT Act etc.
- The selected bidder should adhere to the regulatory guidelines issued by the regulatory authorities from time to time at no additional cost to the Bank.
- Application administration portal guide

- System Requirements Specification (SRS) document for implementation and customization as per RFP scope of work & functional & technical requirements.
- User Acceptance Test Plan and Test Cases.
- Comprehensive documentation of the application including the application architecture, description of the interfaces, the data model, database table structure, Data Flow Diagrams, Entity Relationship Diagrams, complete description of the data elements (metadata), user manual, Operations Manual, system manual, Maintenance Manual, Technical Manuals etc.
- Providing detailed description of the products including Operating System, Database, Programming Languages, Development tools, Third party tools used, Product limitations, Road map for future development.
- All plans, drawings, specifications, designs, reports and other documents submitted by the successful bidder shall become and remain the property of the Bank.
- Disaster recovery infrastructure, Backup and Recovery Procedures, business continuity management plan covering well defined Recovery Point Objective and Recovery Time Objective.
- Delivery of required licenses must be as per the licensing policy of the specified product.
- Development by onsite support, documents for all customization done should be delivered to the bank.
- Audit by 3<sup>rd</sup> party CERT-IN empanelled auditor for application and system audit including source code audit certificate before go-live.

### **FACILITY MANAGEMENT SERVICES**

The FM support should be deployed at Bank's premises, for supporting the solution primarily for 12 hours (viz. 9:00 am to 9:00 pm) or as decided by the Bank however in case of exigency the Bidder shall provide and maintain requisite skilled resources for extended hours as required.

The brief scope for the FM resources is as under:

- a. Responsible for maintaining the System and Application uptime of the Proposed Chatbot Solution as specified by the Bank.
- b. The FM personnel will be responsible for regular patch management of APP/OS/DB/ Middleware.

- c. The FM personnel will be responsible for preparation of answers of queries after necessary co-ordination with Bank's team and hence train the bot accordingly.
- d. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
- e. Co-ordinate with Bank's IT Team or teams identified by the Bank, Field staff for resolving the infrastructure related issues of Proposed Chatbot Solution.
- f. Performing the Backup/restoration/patch/updates/upgrades of related activities pertaining to the OS/APP/DB/WEB/Middleware/ Servers and related peripherals of Proposed Chatbot Solution & related servers.
- g. FM personnel will be responsible for Log shipment, Backup, DC DR cutover drill, Restore-implementation of disaster recovery plan, if requires as advised by the Bank.
- h. User Management /Maintenance of Proposed Chatbot Solution.
- i. Maintenance of Key Management in Proposed Chatbot Solution.
- j. Follow the Incident reporting system of the Bank and updating the same.
- k. Log ticket with helpdesk for support related issues through any of the following mode: Telephonic, Email, Ticketing Tool.
- l. Maintain log of all down calls for MIS purpose and provide required MIS/reports etc. to Bank as per bank's requirement.
- m. Provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
- n. Prepare necessary documentation for Proposed Chatbot Solution.
- o. Work as per Standard Operating Processes defined by the Bank.
- p. The resource should be well acquainted with processes followed by bidder for various activities related to services offered to Bank.
- q. Escalate issues internally or to Bank's team for quick resolution of issues.
- r. Extend necessary support for special activities like Quarterly Disaster Recovery Drills, Information Security Audits or any other activities pertaining to RFP scope of work.
- s. Follow and implement change management process as per bank's guidelines/policies.
- t. Bidder has to act as single point contact and to carry out necessary coordination (call lodge, follow-ups etc.) with all stake holders for smooth functioning of the solution deployed within stipulated time frame.
- u. The facility management services will be provided by the selected bidder initially for a period of one year which may further be extended on mutually agreed terms and conditions.

## PART – V

### 1. Order details

The purchase order will be placed by Bank Head Office, DIT in the name of selected bidder as per requirement. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

### 2. Schedule of Implementation

The entire project should be completed within 6 – 8 weeks from issuance of Purchase Order.

### 3. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

### 4. Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

### 5. Service Levels and Penalties

- i. Bank expects that the Bidder shall be bound by the Service Levels described in this document.
- ii. The Bidder shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this RFP while providing the service support and onsite support.
- iii. ChatBot for customers is available on 24x7 basis and any technical problem should be resolved as per the response Time Matrix given below :-

Severity	Description	Response Time	Resolution Time
1	Service unavailable or complete disruption	Within 5 minutes of call reported	Within 30 minutes of call reported

2	Service critical in nature with partial / limited / restricted operations	Within 15 minutes of call reported	Within 1 Hour of call reported
3	Minor loss of service, require some workaround to bring the normal functioning	Within 30 minutes of call reported	Within 2 Hrs of call reported

- iv. Bidder is expected to response and resolve issue within prescribed time frame based on the severity description mentioned above and needs to strictly adhere to Service Level Agreement (SLA).
- v. The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain response time/response accuracy / downtime of 99.50% and above per month.
- vi. The SLA will be reviewed on a monthly basis. Penalties will be applicable due to delay in response time, failure in response accuracy and downtime of ChatBot application.
- vii. The bidder shall guarantee 99.50% response time/response accuracy/uptime. Bank expects response time of maximum 0.5 seconds. The Bidder shall be liable for penalties for response time/response accuracy/uptime maintained below 99.50% in a month.

**Note:** The technically qualified bidder may be called for a Technical Presentation (if required).

### Penalties

- i. Penalties for response time/response accuracy/downtime of the application for users will be as per below mentioned table:

Performance Area	Parameter	Penalty (% of the Bill Amount)
Response Time / Response Accuracy / Uptime (Any one and/or all three)	a. 100% - <99.50% b. >99.49 -97% c. >96.90% to 95% d. Less than 95%	a. Nil b. 5 % of monthly Payment c. 7% of Monthly Payment d. 10% of Monthly payment

- ii. Bank will impose penalty for every instance of service delay/un-availability.
- iii. Further if the number of downtime instances for 30 minutes & above during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.
- iv. Bank reserves right to cancel the Purchase Order not executed as per terms of offer under this tender documents and initiate steps de-empanel the bidder from

the empanelled list if the agreed time lines for delivery are not met by the bidder or defaults in supply of product/ equipment under the Purchase Orders placed.

v.The sum total of penalties should not exceed 10% of the TCO.

vi.The bidder should provide dashboard showing all data required for calculation of penalties.

## **6. Adoption of Integrity Pact**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- h. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – XIV** for strict compliance.



- i. All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

## **7. Independent External Monitor (s)**

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- i. Shri S. R. Raman  
1A-121, Kalpataru Gardens  
Near East-West Flyover  
Kandivali East, Mumbai - 400101  
E-mail:- [raman1952@gmail.com](mailto:raman1952@gmail.com)
- ii. Ms. Vijayalakshmi R Iyer  
Flat No. – 1402, Barberry Towers,  
Nahar Amrit Shakti,  
Chandivali, Powai, Mumbai – 400072  
E-mail:- [vriyer1955@gmail.com](mailto:vriyer1955@gmail.com)
  - a. The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per Annexure – XIV.
  - b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
  - c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
  - d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
  - e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
  - f. The bidder (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to

treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- g. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- h. The Monitor will submit a written report to the designated Authority of Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should the occasion arise, submit proposals for correcting problematic situations.

## **8. Performance Bank Guarantee**

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 63 months (60+3 months claim period), indemnifying any loss to the Bank, as per the format of Annexure – III. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). **Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.**

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

## **9. Taxes**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.

- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **10. Confidentiality and Secrecy**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and

the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

## **11. Award of Contract**

- i. The bidder who qualifies in the Eligibility & technical evaluation, will qualify for commercial evaluation. L1 will be finalized on the basis of the lowest quoted TCO given in Annexure – XX.
- ii. The Commercial Bid should include all travel, boarding, local conveyance and all other incidental expenses and halting allowances for the bidder's personnel proposed to be engaged in the bank's assignment covered under

this RFP. UCO Bank will not pay any additional amount other than the amount mentioned in the Commercial Bid for this Security Audit assignment.

- iii. Vendors who are issued work orders shall execute a Non-Disclosure Agreement (NDA) with the Bank assuring confidentiality of Bank's data.
- iv. Bank will award the contract as per Selection Process and Evaluation Criteria given in this RFP and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

## **12. Price Validity**

The selected bidder will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1<sup>st</sup> Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 12 months.

## **13. Terms of Payment**

Payment Terms per model defined is given below:

### **A. Hardware:**

- i. 90% of the ordered items along with GST and other applicable duties on actual basis will be paid on delivery, installation and completion of UAT of the application with the required functionality after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note & User Acceptance Report/UAT signoff signed by an authorised official of the bank.
- ii. Remaining 10% of the order value (i.e. the residual amount) will be paid after completion of three months from successful go-live.

### **B. Software:**

- i. Payment will be made in phases as defined in Scope of Work.
- ii. Any delay in achievement of milestones/ deliverables/ activities from Bidder shall automatically result in delay of corresponding payment from Bank.

- iii. The Bidders should note that the contract entered with the successful bidder will be for implementation and post go-live period of 5 years (1 year warranty & 4 years ATS), extendable at the Bank's discretion. The Bank will have the right, in its sole discretion to re-negotiate the prices/ terms and conditions.

**PHASE – I (Non-financial services):-**

- i. 25% of the total application cost & implementation cost after completion of successful installation & UAT of the software. The payment will be made on receipt of the invoices along with duly Completion Certificate.
- ii. 25% of the total application cost & implementation cost on successful GO-LIVE.
- iii. Remaining 50% of total application cost & implementation cost after one month of successful GO-LIVE.

**PHASE – II (Financial services):-**

- iv. 25% of the total application cost & implementation cost after completion of successful installation & UAT of the software. The payment will be made on receipt of the invoices along with duly Completion Certificate.
- v. 25% of the total application cost & implementation cost on successful GO-LIVE.
- vi. Remaining 50% of total application cost & implementation cost after one month of successful GO-LIVE.

**C. AMC for Hardware shall be paid in quarterly arrear basis.**

**D. ATS on Software item shall be paid in quarterly arrear basis.**

**E. Payment for FM services shall be paid in quarterly arrear basis.**

**14. Paying Authority**

The payment will be made by UCO Bank, Head Office – 2, DIT. However, all the payments shall be subject to the performance / delivery of the Services to the satisfaction of the Bank for this purpose.

However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

**15. Cancellation of Contract & Realization of Compensation**

The bank reserves the right to cancel the order placed on the selected bidder and realize compensation on the following circumstances:

- i. The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- iv. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- v. If deductions on account of liquidated damages exceed more than 10% of the total order price.
- vi. In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- vii. If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- viii. UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.
- ix. Non-compliance of the scope of the job.
- x. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- xi. On the events of data piracy / privacy / system failures / security failures.

## **16. Notices**

- a. Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.
- b. Any notice or other communications shall be deemed to have been validly given on date of delivery if hand-delivered & if sent by registered post than on the expiration of seven days from the date of posting.
- c. The purchase order is being sent in duplicate. Please acknowledge the same and return one copy to us duly signed by you in token of having accepted the purchase order.

## **17. Liquidated Damage**

If the selected bidder fails to deliver or perform the services within the time period(s) specified in the agreement, Bank shall, without prejudice to its other

remedies under the agreement, deduct from the order value, as liquidated damages, a sum equivalent to 0.5% of the services for each week or part thereof of delay until actual delivery or performance upto a maximum deduction of 10% of the order value. Once the maximum is reached Bank may consider cancellation of the order and the Performance Security submitted may be invoked.

## **18. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

## **19. Contract Period**

Period of the contract is 05 years from the date of issuance of Purchase Order. However, Bank further reserves the right to extend the contract for a period of one year after its expiry keeping terms and conditions of this RFP unchanged. The commercials quoted by the bidders should be valid for a period of 05 years (60 months) from the date of issuance of Purchase Order.

## **20. Completeness of the Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

## **21. Acceptance Testing**

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or



amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

## **22. Order Cancellation**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

## **23. Indemnity**

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

#### **24. Publicity**

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

#### **25. Privacy and Security Safeguards**

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

#### **26. Technological Advancements**

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

#### **27. Guarantees**

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management for the Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot. All hardware and software must be supplied with their original and complete printed documentation.

#### **28. Resolution of Disputes**

The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement.

## **29. Exit Option and Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

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

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

### **30. Signing of Contract**

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

### **31. Technical Inspection and Performance Evaluation**

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

### **32. Verification**

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

### **33. Termination**

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

### **34. Termination for Convenience**

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

### **35. Termination for Insolvency**

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder 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.

### **36. Termination for Default**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

### **37. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as UCO Bank may specify including training, where the successor(s) is a representative/personnel of UCO Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **38. Compliance With Applicable Laws of India**

- i. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- ii. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
- iii. If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.
- iv. The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- v. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).
- vi. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- vii. The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake



to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **39. Dispute Resolution Mechanism**

- a. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - ii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **40. Warranty and AMC / ATS**

##### **■ Hardware**

- i. The selected bidder must provide 3 (Three) year on-site comprehensive warranty for all hardware and peripheral items to be supplied under this RFP covering all parts and Labour from the date of acceptance of the systems by UCO Bank at the respective locations i.e. on-site comprehensive warranty and two year AMC (4<sup>th</sup> Year AMC & 5<sup>th</sup> Year AMC), if so decided by the Bank.
- ii. During the warranty period, the selected bidder will have to undertake comprehensive maintenance of the entire hardware, hardware components, system software and accessories supplied by the selected bidder. OS patch application as required by bank from time to time will be the responsibility of the selected bidder during the warranty and AMC period.
- iii. The selected bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defect arising from design, material, manufacturing workmanship, or any act or omission of

the manufacturer / bidder or any defect that may develop under normal use of supplied equipment during the warranty period.

- iv. Warranty shall not become void even if UCO Bank buys any other supplemental hardware from a third party & installs it with / in these machines. However, the warranty will not be applied to such hardware installed. Besides the above, the selected bidder will have to enter into Service Level Agreement (SLA) with the Bank.

■ **Software**

- i. The selected bidder should provide comprehensive warranty for proposed solution for a period of one year from the date of acceptance of Purchase Order, including other software, associated modules and services required to meet the requirements in the RFP. Support for the remaining time period of four years will be covered under ATS.
- ii. The bidder would be responsible for updates, patches, bug fixes, version upgrades.
- iii. The bidder has to provide AMC/ATS services for hardware and software provided as part of the solution.
- iv. During ATS, the selected bidder will be responsible for the following:
- Overall maintenance and working of the FXPC solution
  - The selected bidder should fix the bugs and carry out the necessary rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank.
  - Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.)
  - Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP.
  - Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the FXPC solution as per the response / resolution times defined by Bank.
  - Notify all the detected software errors and correct them as per the agreed timelines.
  - Support the Bank in integrating any new applications to the FXPC solution.
  - Routing the transactions through the backup system in case the primary system fails Switching to the DR site in case of system failure.

Time from Issue Raised	Type of Support
------------------------	-----------------

Less than 2 Hr	Issue must be addressed and tentative timeline for resolution must be provided.
After 2 Hr up-to 24 Hr	Phone/online support including remote access assistance, if required by Bank, to be provided for resolution.
After 24 hrs up-to 48 Hrs	Issue must be addressed with onsite support.

**Note:**

- No visiting cost will be provided by bank.
- If selected bidder fails to resolve or does not attend the issue in mentioned time frame, penalty will be charged proportionately.

#### **41. Arbitration**

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

#### **42. Applicable law and Jurisdiction of court**

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

#### **43. Limitation of Liability**

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.

- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

**Tender offer forwarding letter**

**RFP Ref No.: DIT/BPR & BTD/OA/3574/2019-20 Date: 27.09.2019**

To,  
**The Deputy General Manager (DIT, BPR & BTD)**  
**UCO Bank, Head Office**  
**Department of Information Technology,**  
**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,**  
**Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: Your RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot**

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for **Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot**, as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence our work for the subject RFP as per the terms & conditions of your purchase orders.

In the event of our selection by the bank for undertaking **Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot**, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 03 years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive

We enclose the following Demand draft(s)/Bank Guarantee:

1. DD No. xxxx dated xx.xx.2019 for Rs.10,000/- (Rupees Ten Thousand Only) as Cost of RFP Document &
2. BG No. xxxx dated xx.xx.2019 for Rs.2,00,000/- (Rupees Two Lakhs Only) as EMD.

Dated this    day of    2019

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of

**General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s

**B. Financial Position of Bidder for the last three financial years**

	2016-17	2017-18	2018-19
<b>Net Worth</b>			
<b>Turnover</b>			
<b>Net Profit (Profit After Tax)</b>			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures****C. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided to banks in India specifying the number of Banks and branches**
  - In PSU banks
  - In non-PSU banks

**Details of Experience in implementation of similar orders**

Sl. No.	Name of Organization	Description of application	Period during which installed (last 5 Years)	
			From	To

**N.B. Enclose copies of Purchase Orders as references.**

**Place:**  
**Date:**

**Authorised Signatory**  
**Name:**

**Designation:**



**Format of Bank Guarantee (EMD)**

**To,  
UCO BANK,  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector-I,  
Salt Lake, Kolkata – 700064.**

Dear Sirs,

In response to your invitation to respond to your RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of Rs.2,00,000/- (Rupees Two Lakhs only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO Bank the said amount of Rupees Two lakhs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.2,00,000/- (Rupees Two Lakhs only).

2. This Bank Guarantee will be valid upto \_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before\_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_day of \_\_\_\_at \_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorised Official

**(NB : This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata – 700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only). We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability

under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We, .....[indicate the name of the Bank ISSUING THE GUARANTEE] 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 Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE ] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.

- b. This Bank Guarantee shall be valid upto .....and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for ..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

**NOTE:**

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

**Undertaking by the bidder**  
**(To be included in Technical & Commercial Bid Envelope)**

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of  
Duly authorized to sign bids for and on behalf of:

**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

To,  
The Deputy General Manager (DIT, BPR & BTB)  
UCO Bank, Head Office  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,  
Salt Lake, Kolkata – 700064.

Dear Sir(s),

**Sub: RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot**

**RFP Ref No. DIT/BPR & BTB/OA/3574/2019-20 Date: 27.09.2019**

- a. We M/s \_\_\_\_\_, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)
  - 1.
  - 2.

**(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)**

**Undertaking to abide by all by-laws / rules / regulations**  
**(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)**

To,  
The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Head Office – II,  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements**

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTB/OA/3084/2019-20 Date: 07.09.2019 including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**Place:**

**For M/s. ....**

**[Seal and Signature(s) of the Authorized Signatory (s)]**



**Undertaking Letter on the selected bidder's letterhead for Central Minimum Wages Act  
& Labour Laws**

To,  
Deputy General Manager (DIT, BPR & BTB)  
UCO Bank, Head Office  
Department of Information Technology  
5<sup>th</sup> Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Sir,  
**Sub: Confirmation for Government Rules relating to Minimum Wages**  
**Ref: RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant –  
Chatbot**  
**(RFP Ref No. DIT/BPR & BTB/OA/3084/2019-20 Date: 07.09.2019)**

Further to our proposal dated ..... in response to the Request for Proposal  
(Bank's tender No..... herein referred to as  
RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the  
services in your bank for the above said contract are paid minimum wages / salaries as  
stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All  
the employees/operator deployed by the selected bidder for the digitization activity must  
comply with government's rules and regulations like minimum wages act, Provident Fund  
and ESIC facility standard. We also indemnify the Bank against any action / losses /  
damages that arise due to action initiated by Commissioner of Labour for non-compliance  
to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under  
the contract or any other contract of the Company with the Bank if a penalty is imposed by  
Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated  
by government in the Act by your company.

**(Proof of compliance and labour license need to be submitted along with the quotation)**

Yours faithfully,  
**Authorised Signatory**  
**Designation**  
**Bidder's corporate name**  
**Place:**  
**Date:**

**Undertaking Letter on the vendor's letterhead for GST Law**

To,  
The Deputy General Manager,  
DIT, BPR & BTD,  
Bank, Head Office,  
5th Floor, 3&4, DD Block, Sector-I,  
Salt Lake, Kolkata -700064.

Dear Sir,

**Sub: Your RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking for Price Validity & Acceptance of all terms & conditions of RFP**

To,  
The Deputy General Manager,  
DIT, BPR & BTB,  
UCO Bank, Head Office,  
5<sup>th</sup> Floor, 3&4, DD Block, Sector – I,  
Salt Lake, Kolkata – 700064.

Dear Sir,

**Sub: RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking for No Deviation**

**To,  
The Deputy General Manager,  
DIT, BPR & BTD,  
UCO Bank, Head Office,  
5<sup>th</sup> Floor, 3 & 4, DD Block, Sector – I,  
Salt Lake, Kolkata – 700064.**

Dear Sir,

**Sub: RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. .... hereinafter referred to as “RFP”) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, networth etc.)**

	2016-17	2017-18	2018-19
Turnover			
Profit / Loss			
Networth			

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**  
**To be e-mailed in .doc format only**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

<b>SI N o</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Subject/Descript ion</b>	<b>Query sought/Suggesti ons of the Bidder</b>

**PRE-CONTRACT INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot) hereinafter referred to as Stores and / or Services.

And

M/s\_\_\_\_\_ represented by\_\_\_\_\_ Authorized signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot and the Bidder / Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**4. Commitments of the Buyer**

- a. The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i. No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - ii. The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
  - iii. The Buyer will exclude from the process all known prejudiced persons.
- b. If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

#### **5. Commitments of the Bidder(s) /Seller(s):**

- a. The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- i. The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
  - ii. The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - iii. The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
  - iv. The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the



Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

- b. The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).
- c. The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**d. Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

**6. Previous Transgression**

- a. The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with

any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

- b. If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

- a. If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:
  - (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
  - (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
  - (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
  - (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.
- b. If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

- a. If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- b. If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be

entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

#### **10. Independent External Monitor(s)**

- a. The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- b. As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- c. The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- d. If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- e. If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- f. The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- g. The word "Monitor" would include both singular and plural.

#### **11. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

#### **12. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

#### **13. Integrity Pact Duration.**

- a. This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- b. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

- c. Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### 14. Other Provisions

- a. Changes and supplements need to be made in writing. Side agreements have not been made.
- b. The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- c. In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- d. Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- e. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- f. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

15. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Witness:**

**(Name & Address)**

**NON-DISCLOSURE AGREEMENT**

**(To be executed on non-judicial stamp paper of requisite value)**

This Non-Disclosure Agreement is entered into on this .... day of..... 2019

**BETWEEN**

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

**AND**

.....  
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is inter alia engaged for RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/3084/2019-20 Date: 07.09.2019. The Vendor/Receiving Party would be the single point of contact for this project.

**WHEREAS** Bank/Disclosing Party is inter alia engaged in the business of Banking; and

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for RFP for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot.

**WHEREAS** the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

**1. Confidential Information.** “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

**2. Use of Confidential Information.** The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

**3. Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use(except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**4. Exclusions.** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

**5. Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

**6. Ownership of Information.** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**7. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

**9. Arbitration and Equitable Relief.**

**(a) Arbitration.** The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

**(b) Equitable Remedies.** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**(c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

**(d) Indemnification:** The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

**10. Term.** This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

**11. No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a



proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

**12. General Provisions.**

**(a) Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.

**(b) Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

**(c) Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

**(d) Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

**(e) Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ (the selected vendor)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of**

.....

Signature: \_\_\_\_\_

**For and on behalf of**

.....

**(the selected bidder)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**ELIGIBILITY COMPLIANCE**

Sl No	Criteria	Proof of documents to be submitted
1	Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956 / 2013 for the last 3 years as on RFP issuance date. Concerns registered as MSME Entrepreneur should be categorized as MSME as on RFP submission date. The bidder should not be a subsidiary of a foreign company.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2	The bidder submitting the offer should have net profit for the last two financial years i.e. 2017-18 & 2018-19.	Copy of the audited balance sheet and Profit & Loss statements, Certificate from the Chartered Accountant (in case of Provisional Balance Sheet) of the company showing profit, networth and turnover of the company for the last three financial years i.e. 2016-17, 2017-18 & 2018-19 should be submitted.
3	The bidder should have a minimum annual turnover of Rs.2 Crores per year during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.	
4	The Bidder shall be the OEM or authorized partner of Intelligent Virtual Assistant (IVA) solution offered. However, either OEM or authorized partner can submit offer under this RFP but not both.	Relevant Certificates in this regard should be provided. If the Bidder is an authorized partner of OEM for Intelligent Virtual Assistant (IVA) software, the bidder needs to provide Manufacturer Authorization Form (MAF) stating authorized partner from proposed OEM. In case of OEM, an undertaking stating the same must be submitted by the bidder.
5	The Bidder/OSD must be in business of IT solution, development and implementation for last two years out of which the entity should have an experience of minimum one year as on the date of issuance of RFP in the business of Intelligent Virtual Assistant (IVA) solution.	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates / Installation Reports / Project Sign-Offs in the last two years including names of clients with Phone and Fax numbers, E-Mail IDs etc.
6	The Bidder should have implemented / under implementation of proposed	

	Intelligent Virtual Assistant (IVA) solution & developed and implemented the proposed Intelligent Virtual Assistant (IVA) in at least one BFSI (Banking, Financial Services and Insurance) company in India.	
7	The proposed solution should have been implemented and presently working in any Scheduled Commercial Bank / Public Sector Undertaking / BFSI.	
8	Bidder should not have been debarred / black-listed by any Public Sector Bank / ICAI as on date of bid submission.	Self-declaration to that effect should be submitted on company letter head.
9	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.

Note: In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

**Technical Specification**

**All the solutions sought in** technical specification must be provided as end-to-end solution. The participating bidder should provide its compliance (Yes / No) for each of the line items mentioned below as well as in **Scope of Work (Part – IV)** of this RFP to be eligible for evaluation of Commercial Bids

Sl. No.	Particulars	Compliance (Yes/No)
1.	Chatbot should solve customer queries by training the bot with various intents, deep learning and Artificial Intelligence models. One of the major backbone that helps the bot to trigger accuracy is the data.	
2.	Chatbots must engage with bank's customers by broadcasting personalized reminders for payment, insurance dues, premium, update on complain status, policies, polls, surveys, targeted broadcasts to a particular age range.	
3.	Technology should be easily extensible to different platforms such as Internet Banking, web-based portals, mobile-based portals and ATM.	
4.	The Chatbot system should be integrated with Bank's Call Centre for further assistance from Call Centre executives.	
5.	The selected bidder should provide Software Development Toolkit for accepting voice-based instructions through Bank's existing Internet Banking, web-based portals, mobile-based portals and ATM applications.	
6.	The selected bidder should provide a dedicated Project Manager with whom Bank will be able to co-ordinate with until go-live of the project.	
7.	Bot should be both platform and Operating System independent.	
8.	The selected bidder must provide training to Bank's team before go-live of the solution at Kolkata (soft copy of the same should be provided)	
9.	Admins should be able to add / update responses of the unanswered queries on the basis of conversation analysis between bot and customer.	
10.	Chatbots must allow users login or sign-up new users from chatbot. Users can use any channel to login or sign-up (website chatbot, mobile app chatbot, messenger chatbot).	
11.	Chatbot solution should be able to handle minimum 100 concurrent Chat Sessions, conversation response accuracy of 95%, chatbot uptime of 99.50%.	

12.	Chatbot platform should have provision for a live agent dashboard for seamless transfer of entire chat to the live agent. If the agent is not available, the Chatbot should be capable of raising a service ticket and tracking the same. The Chatbot platform should also support rule-based re-directing of chat to a relevant live agent based on customer or conversation type.	
13.	<b>Financial Services through ChatBot</b> Following services are to be integrated with Chatbot on Bank's Readiness which includes and not limited to Fund Transfers – <ul style="list-style-type: none"> <li>- Within &amp; External Bank (NEFT, IMPS, UPI) – Account Number / MMID/ VPA / AADHAAR based, Balance enquiry , Mini Statement, recent transactions, account opening, Cheque book requests, App Downloads, Account Statement, debit / credit card block, debit card request, Insurance schemes premium payments, Donations, Mobile/DTH Recharges etc.</li> <li>- Bank will provide the required APIs and the bidder needs to integrate the same anytime during the contract period.</li> </ul>	
14.	<b>Customer Servicing (B2C):</b> On Bank's websites, the customer must be provided to select the Intelligent Virtual Assistant(IVA) from the page directly and Social Media, the Intelligent Virtual Assistant(IVA) to be activated through Direct Message (DM) on the Facebook messenger, Twitter, WhatsApp, Telegram, WeChat, and Skype platforms. Bidder must ensure that the Intelligent Virtual Assistant (IVA) solution for B2C model be capable of handling all the queries related to every product and service of the Bank. Facility to know Interest rates / Loan eligibility, EMI calculator, Deposit calculator, realtime assistance in locating ATM/Branch location using GPS, Marketing and advisory services for customer acquisition and on-boarding are part of scope under B2C.	
15.	<b>Employee Servicing (B2E):</b> Employee must be provided with an option to select option directly on intranet portal or desktop. Bidder has to ensure Intelligent Virtual Assistant (IVA) solution for B2E model in Banks intranet or desktop. In no case B2E data should be available in B2C platform.	
16.	<b>Virtual Personality:</b> Bidder should program IVA with personality that reflects organization brand, style and values as customer appreciate expression of empathy and patience. Bidder is responsible for chatbot UX & UI design of which below jobs shall be covered - Wireframes & Flow design for (i) Chatbot Conversation UI (CUI) & (ii) Art directions	
17.	<b>Interface Connector:</b> Process has to be setup to identify that the participant in the Intelligent Virtual Assistant (IVA) is the	

	<p>follower/fan of our Social Media page. Hashtag function has to be enabled in the Intelligent Virtual Assistant (IVA), where the customers will respond with #tags and the Intelligent Virtual Assistant (IVA) will be responding to particular query. If the customer is using the Intelligent Virtual Assistant (IVA), he/she should be greeted by his first name. Integration support using APIs, ISO, Web services, ESBs, MQs, Custom Adapters, pre-built integrations with backend systems etc.</p>	
18.	<p><b>Two-Way Speech Connector:</b> Solution should support speech-to-text (S2T) conversion of the user's voice, and text-to-speech (T2S) conversion for the chatbot's spoken response. Solution should also have connectors to use smart Assistants such as Alexa, Google Home, etc. and Phone, IVR, SMS/eMail etc.</p>	
19.	<p><b>Natural Language Processor (NLP) Capabilities:</b> Platform should have capabilities based on NLP i.e. built in sentiment and tone detection, average deep learning-based model accuracy, automatic speech recognition and speech synthesis, semantic knowledge packs etc., Multi Language Support, Entity Skipping Flows, Automatic conversation validation, transcript analyzer toolkit, Goal-based flows and state tracking, forms &amp; rating, rich GUI based workflow designer etc., The Chatbot should be able to detect the emotional polarity of the subject the human is talking about. It should be able to tell from the way the text or speech pattern is presented whether the human is angry, sad or happy.</p>	
20.	<p><b>Intent Engine:</b> Bank will provide required access to relevant platforms. The solution should focus on operational efficiency, quality and cost efficiency with continuous improvement by learning from regular sessions.</p>	
21.	<p><b>Conversational Persistence Module:</b> The bots deployed should be capable of having an end-to-end conversation with the users. The bots should not be restricting the conversation using a certain template or pattern. The Chatbot should be able to assist users with the following:</p> <ul style="list-style-type: none"> <li>■ 'How To' series for products</li> <li>■ Product FAQs</li> <li>■ Online Payment</li> <li>■ Offers on RuPay, UPI, BHIM etc.</li> </ul> <p>User On-boarding to help and guide customers get on-boarded on Digital Products like Internet Banking and Mobile Banking.</p>	
22.	<p><b>Seamless Human Hand-off (Exception Handling):</b> Customers often become frustrated when they cannot access human for customer service. To address this, IVA platform should be</p>	

	capable of integrating with customer service representative at any time over web technologies basis business rule of handling the exceptions such as frustration based, intent based, scheduled based hand-off, IVA unable to process the request after a specified no. of attempts, IVA escalations, etc. Platform should provide alerts to business users / stakeholders on any deviations, failures as per escalation matrix.	
23.	<b>Training the BOT and Analytics:</b> Bidder should analyse and train bot proactively on an ongoing basis. Dashboard access is to be provided to Bank team for effective real time monitoring. Bot should be updated with all the latest information related to Bank's existing as well as newly introduced products and services at any point of time.	
24.	<b>Bot Knowledgebase:</b> Bank's Subject Matter Expert (SME) shall provide information / FAQ on product / services and the solution shall convert the information ready for Intelligent Virtual Assistant (IVA) conversation. Platform should provide integration with one or more knowledge sources that can be used in designing the Bot flow. These knowledge sources can be in the form of CSV import (FAQ with question and responses listed in a CSV format). This can also include rich media response, PDF documents (One or more pdf documents can be also be used as the knowledge source). HTML pages / URL Links (Web pages or static resources).	
25.	<b>Customer Analytics and Bot Behavior Analysis:</b> The Intelligent Virtual Assistant (IVA) solution should be able to capture customer information such as email-id, IP address, browser/OS details etc. and relevant data as applicable / required by the bank for data analysis. Solution should provide dashboard with real-time statistics and historical reports on IVA executions. Bidder should provide IVA's monthly statistics on its ability to respond to user commands or queries in the shortest amount of time and best way possible.	
26.	<b>Governance / Monitoring Systems:</b> Solution should include monitoring capabilities to track the different command and responses of its users and consumers applications. Bidder shall provide a dedicated Project Manager during and post deployment and should have a 24 X 7 X 365 monitoring / proactive monitoring, technical and functional support team with skilled man-power for support, monitoring and operations. In addition, the Bidder should deploy resource on the bank's premises during the implementation stage until production go-live and post go-live for one month during Bank business hours for proactive monitoring, reporting, and providing support to bank	



	officials, addressing and resolving customer grievances, if any. Platform should be capable of providing chat volumes, response time to chat requests, lead time to resolve the query, customer related information, IVA availability report (uptime/downtime), other reports as per business user requests.	
27.	<b>Solution Support:</b> Bidder should provide documentation and user manual for the product, processes, tools and utilities. Bidder should also provide patches, updates and upgrades during the contract period and implement the same. Bidder will ensure troubleshooting and enhancements in the services during the contract period. All services for implementation, smooth operation and maintenance of all the components of Chatbot Intelligent Virtual Assistant (IVA) solution developed/to be developed will be part of the Project. Version upgrade and enhancements in services on account of industry dynamics as a part of the contract during the contract period is to be taken care of by the bidder. The selected bidder shall act as a single co-ordinator for issues related to operational problems of the chatbot and be required for identifying and coordinating with other vendor(s) to resolve such problems.	
28.	<b>Audit and Compliance Management:</b> Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the bank from time to time. Continuous risk assessment and control process of the Bot to be conducted and probability of each risk along with impact to be evaluated and to be provided proactively periodically to Bank team.	
29.	<b>Security &amp; Confidentiality:</b> IVA platform should provide security capabilities such as encryption (e.g. AES256), data privacy, multi-factor authentication and support for Security Assertion Markup Language (SAML)/Single Sign-On (SSO) and Role Based Access Control policies to effectively leverage enterprise data sources. Bidder should comply with all the guidelines issued by DFS/RBI/IBA/Govt. of India and any other regulatory authority from time to time at no additional cost to Bank. The solution should adhere to the security policies set up by the Bank. The Solution should be secured and scalable for enhanced add-on services as per industry standard. The service provider will not disclose or use any information and data generated during Intelligent Virtual Assistant (IVA) sessions such as user details, queries, responses, statistical data, and so forth, with any third party.	
30.	<b>Data Backup Plan:</b> Solution should be capable of performing	

	scheduled backup as per Bank's policy.	
<b>Deliverables:</b>		
<b>A</b>	Complete Integration, Configuration, Development, Architecture, DR replication & Switchover, customization, Security & Risk Mitigation, implementation and project plan & schedule.	
<b>B</b>	Project schedule updated in bi-weekly basis and Post implementation review report.	
<b>C</b>	Application administration portal guide	
<b>D</b>	System Requirements Specification (SRS) document for implementation and customization as per RFP scope of work & functional & technical requirements.	
<b>E</b>	User Acceptance Test Plan and Test Cases.	
<b>F</b>	Comprehensive documentation of the application including the application architecture, description of the interfaces, the data model, database table structure, Data Flow Diagrams, Entity Relationship Diagrams, complete description of the data elements (metadata), user manual, Operations Manual, system manual, Maintenance Manual, Technical Manuals etc.	
<b>G</b>	Providing detailed description of the products including Operating System, Database, Programming Languages, Development tools, Third party tools used, Product limitations, Road map for future development.	
<b>H</b>	All plans, drawings, specifications, designs, reports and other documents submitted by the successful bidder shall become and remain the property of the Bank.	
<b>I</b>	Disaster recovery infrastructure, Backup and Recovery Procedures, business continuity management plan covering well defined Recovery Point Objective and Recovery Time Objective.	
<b>J</b>	Delivery of required licenses must be as per the licensing policy of the specified product.	
<b>K</b>	Development by onsite support, documents for all customization done should be delivered to the bank.	
<b>L</b>	Audit by 3 <sup>rd</sup> party CERT-IN empanelled auditor for application and system audit including source code audit certificate before go live.	

**Technical Bill of Material**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Details of Items along with Quantity</b>
<b>Hardware</b>		
1.	Server with Operating System & other required software (for both DC & DR) including Patch Management	
2.	Storage (should be capable to store the data of the Bank for the entire contract period of 5 years) (for both DC & DR)	
3.	OS and other required software with Patch Management (OS & DBMS)	
4.	Any other hardware items as required for the application	
<b>Software</b>		
1.	DBMS along with configuration for real time log shipment	
2.	Application Software	
3.	Any other software items as required for the application	
<b>Facility Management</b>		
1.	Facility Management Resource	

**Masked Commercial Bid Format (To be submitted along with Technical Bid Envelope)****Table 1: Hardware Costs for DC, DR & UAT**

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost (C=AXB)	GST%
1	<b>Data Centre (DC)</b>				
	Server with Operating System	xx	xx	xx	xx
	Storage	xx	xx	xx	xx
	Other (if any, pls specify)	xx	xx	xx	xx
2	<b>Data Recovery (DR)</b>				
	Server with Operating System	xx	xx	xx	xx
	Storage	xx	xx	xx	xx
	Other (if any, pls specify)	xx	xx	xx	xx
3	<b>User Acceptance Testing (UAT)</b>				
	Server with Operating System	xx	xx	xx	xx
4	<b>SUB-TOTAL TABLE 1</b>				

**Table 2: Software Costs for DC & DR**

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost (C=A X B)	GST%
1	License of IVA – Chatbot solution (with warranty of 1 year)	xx	xx	xx	xx
	Database Management System	xx	xx	xx	xx
	Others (if any, pls specify)	xx	xx	xx	xx
2	<b>SUB-TOTAL TABLE 2</b>			<b>xx</b>	

**Table 3: Implementation & Integration**

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost excluding GST (C=AXB)	GST%
1	One-time Implementation & Integration cost (DC, DR, UAT)	1	xx	xx	xx
2	<b>SUB-TOTAL TABLE 3</b>			<b>xx</b>	

**Table 4: Annual Technical Support (ATS)**

SI No	Description	Qty (A)	Year 2		Year 3		Year 4		Year 5		GST%
			Unit Cost (B)	Total Cost (C=A X B)	Unit Cost (B)	Total Cost (C=A X B)	Unit Cost (B)	Total Cost (C=A X B)	Unit Cost (B)	Total Cost (C=A X B)	
1	ATS of IVA – Chatbot solution after completion of warranty period of 1 year	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
2	Database Management System	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx
3	Others (if any, pls specify)	xx	xx	xx	xx	xx	xx	xx	xx	xx	xx

4	TOTAL	xx	xx	xx	xx	xx
5	SUB-TOTAL TABLE 4 = Total Cost of (Year 2 + Year 3 + Year 4 + Year 5)					xx

**Table 5: Annual Maintenance Cost (AMC)**

SI N o	Description	Qty (A)	Year 4		Year 5		GST%
			Unit Cost (B)	Total Cost (C)	Unit Cost (B)	Total Cost (C)	
AMC of Hardware after completion of warranty period of 3 years							
1	Server with Operating System	xx	xx	xx	xx	xx	xx
2	Storage	xx	xx	xx	xx	xx	xx
3	Others (if any, pls specify)	xx	xx	xx	xx	xx	xx
4	TOTAL			xx		xx	
5	SUB-TOTAL TABLE 5= Total Cost of (Year 4 + Year 5)						xx

**Table 6: Facility Management Support Cost**

SI No	Description	Qty (A)	Year 1		GST%
			Unit Cost (B)	Total Cost (C)	
1	FM cost per resource per year (09:00AM to 09:00PM)	xx	xx	xx	xx
2	SUB-TOTAL TABLE 6 = Total Cost of Year 1		xx		

**Table 7: Final Table to arrive at Total Cost of Ownership (TCO)**

SI No	Description	Total Cost excluding GST (A)
1	SUB-TOTAL TABLE 1	xx
2	SUB-TOTAL TABLE 2	xx
3	SUB-TOTAL TABLE 3	xx
4	SUB-TOTAL TABLE 4	xx
5	SUB-TOTAL TABLE 5	xx
6	SUB-TOTAL TABLE 6	xx
7	<b>TOTAL COST OF OWNERSHIP (TCO) in figures</b>	<b>xx</b>
8	<b>TOTAL COST OF OWNERSHIP (TCO) in words</b>	<b>xx</b>

**The above quotation is subject to the following considerations:-**

- The price quoted should be valid for the next five years and bank will have the right to buy additional services as per the requirement of the bank and actual payment shall be made for the services availed by the Bank.
- L1 bidder would be determined based on the Total Cost of Ownership (TCO) quoted by the bidder as per **Table 7 (SI Nos. 7 & 8)** given above.
- GST will be paid at actuals at the time of resultant billing.

- d. The prices quoted above are for TCO (**Total Cost of Ownership**) calculation purposes only. Payment will be done on actual basis for completion of each activity as quoted above.
- e. The rate arrived shall be valid for the entire contract period.
- f. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g. In case of discrepancy between figures and words, the amount in words shall prevail.
- h. The Commercial Bid should contain the Total Project cost, on a fixed cost Basis. UCO Bank will neither provide nor reimburse any expenditure towards any type of Accommodation, Travel Ticket, Airfares, Train fares, Halting expenses, Transport, Lodging, Boarding etc.
- i. Providing commercial proposal in other than this format may lead to rejection of the bid.
- j. The fees amount submitted against each line-item will be frozen for five years (period of contract).

**Place:**

**Date:**

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Commercial Bid (To be submitted with Commercial Bid envelope)****Table 1: Hardware Costs for DC, DR & UAT**

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost (C=AXB)	GST%
1	<b>Data Centre (DC)</b>				
	Server with Operating System				
	Storage				
	Other (if any, pls specify)				
2	<b>Data Recovery (DR)</b>				
	Server with Operating System				
	Storage				
	Other (if any, pls specify)				
3	<b>User Acceptance Testing (UAT)</b>				
	Server with Operating System				
4	<b>SUB-TOTAL TABLE 1</b>				

**Table 2: Software Costs for DC & DR**

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost (C=A X B)	GST%
1	License of IVA – Chatbot solution (with warranty of 1 year)				
	Database Management System				
	Others (if any, pls specify)				
2	<b>SUB-TOTAL TABLE 2</b>				

**Table 3: Implementation & Integration**

SI No	Description	Qty (A)	Unit Cost (B)	Total Cost excluding GST (C=AXB)	GST%
1	One-time Implementation & Integration cost (DC, DR, UAT)	1			
2	<b>SUB-TOTAL TABLE 3</b>			xx	

**Table 4: Annual Technical Support (ATS)**

SI No	Description	Qty (A)	Year 2		Year 3		Year 4		Year 5		GST%
			Unit Cost (B)	Total Cost (C=A X B)	Unit Cost (B)	Total Cost (C=A X B)	Unit Cost (B)	Total Cost (C=A X B)	Unit Cost (B)	Total Cost (C=A X B)	
1	ATS of IVA – Chatbot solution after completion of warranty period of 1 year										
2	Database Management System										
3	Others (if any, pls specify)										

4	TOTAL							
5	SUB-TOTAL TABLE 4 = Total Cost of (Year 2 + Year 3 + Year 4 + Year 5)							

**Table 5: Annual Maintenance Cost (AMC)**

SI N o	Description	Qty (A)	Year 4		Year 5		GST%	
			Unit Cost (B)	Total Cost (C)	Unit Cost (B)	Total Cost (C)		
AMC of Hardware after completion of warranty period of 3 years								
1	Server with Operating System							
2	Storage							
3	Others (if any, pls specify)							
4	TOTAL							
5	SUB-TOTAL TABLE 5= Total Cost of (Year 4 + Year 5)							

**Table 6: Facility Management Support Cost**

SI No	Description	Qty (A)	Year 1		GST%
			Unit Cost (B)	Total Cost (C)	
1	FM cost per resource per year (09:00AM to 09:00PM)				
2	SUB-TOTAL TABLE 6 = Total Cost of Year 1				

**Table 7: Final Table to arrive at Total Cost of Ownership (TCO)**

SI No	Description	Total Cost excluding GST (A)
1	SUB-TOTAL TABLE 1	
2	SUB-TOTAL TABLE 2	
3	SUB-TOTAL TABLE 3	
4	SUB-TOTAL TABLE 4	
5	SUB-TOTAL TABLE 5	
6	SUB-TOTAL TABLE 6	
7	<b>TOTAL COST OF OWNERSHIP (TCO) in figures</b>	
8	<b>TOTAL COST OF OWNERSHIP (TCO) in words</b>	

**The above quotation is subject to the following considerations:-**

- The price quoted should be valid for the next five years and bank will have the right to buy additional services as per the requirement of the bank and actual payment shall be made for the services availed by the Bank.
- L1 bidder would be determined based on the Total Cost of Ownership (TCO) quoted by the bidder as per **Table 7 (SI Nos. 7 & 8)** given above.
- GST will be paid at actuals at the time of resultant billing.
- The prices quoted above are for TCO (**Total Cost of Ownership**) calculation purposes only. Payment will be done on actual basis for completion of each activity as quoted above.



- e. The rate arrived shall be valid for the entire contract period.
- f. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g. In case of discrepancy between figures and words, the amount in words shall prevail.
- h. The Commercial Bid should contain the Total Project cost, on a fixed cost Basis. UCO Bank will neither provide nor reimburse any expenditure towards any type of Accommodation, Travel Ticket, Airfares, Train fares, Halting expenses, Transport, Lodging, Boarding etc.
- i. Providing commercial proposal in other than this format may lead to rejection of the bid.
- j. The fees amount submitted against each line-item will be frozen for five years (period of contract).

**Place:**

**Signature of Bidder:** \_\_\_\_\_

**Date:**

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_