UCO BANK
Department of Information Technology

RFP for Selection of Vendor for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot
RFP Ref. No. DIT/BPR & BTD/OA/3574/2019-20 Date: 27/09/2019

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
1	2	Disclaimer	"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."	BIDDER would requests the Bank to treat the bid response and supporting documents submitted by the BIDDER as confidential irrespective of a formal contract being entered between the parties or the documents being marked as proprietary or not because the information/contents submitted by the BIDDER in response to this RFP are proprietary and confidential information of the BIDDER. BIDDER would like to clarify that BIDDER's grant of rights to Bank to reproduce the proposal and supporting documents be restricted only for evaluation purpose within Bank but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER.	**Clause stands as per RFP.**
2	17	No Legal Relationship	No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.		

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3	5	Table of Contents	16.Penalty	Is there a clause in penalty? It is missing in the table of contents.	**Clause clarified as under:** Penalty clause is covered under service level and penalties
4	9	Part-I Point No-2.	Overview & Objective	1. Can the bidder provide Cloud based solution? 2. Do you have a history of the customer queries that you receive and you solved?	**1. Clause stands as per RFP. 2 At Present queries are being handled through like call centre etc. and volume is per day to existing channels is 5-8 thousand.**
5	10	3. Eligibility Criteria	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.	Kindly consider copies of Purchase Order/ 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. as documentary evidence. Also amend the same for the related clauses in the RFP	**Clause stands as per RFP.**
6	10	Eligibility Criteria Point No-4	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.	What constitutes a Manufacturer Authorization Form?	**Please refer to the Annexure.**
				If the solution is open source then this criteria will not be valid.	**Clause stands as per RFP.**
7	13	Part-I	4.Earnest Money Deposit	Bidder request the deletion of point c since the terms and conditions to be mutually agreed at the time of contracting	**Clause stands as per RFP.**

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8	13	Part-I 4.Earnest Money Deposit	(b) The Earnest Money Deposit may be forfeited under the following circumstances: 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;	Bidder understands and seeks clarity that forfeiture of the EMD under this clause will be for any intentional and material misrepresentation of facts (once Bidder is found/adjudicated guilty of the same).	**Clause stands as per RFP.**
9	14	Part-I 4.Earnest Money Deposit	(e)The Earnest Money Deposit may be forfeited under the following circumstances: In case of the successful bidder, if the bidder fails: To sign the contract in the form and manner to	Bidder seeks clarity that, the terms and conditions of the final Contract/SLA will be mutually agreed (Bidder's proposal will form a part of the final contract). Please clarify.	**Clause stands as per RFP.**

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10	13	Part-I 4.Earnest Money Deposit	(d) The Earnest Money Deposit may be forfeited under the following circumstances: The bidder violates any of the provisions of the terms and conditions of this tender specification.	Bidder requests that some of the conditions for forfeiture of EMD be modified as shown below; Further Bidder requests clarification; if the EMD Format provided in the Annexure takes precedence over the clauses mentioned under this section? Proposed Clause 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 fraudulently conceals or suppresses material information; and / or ~~c. The bidder violates any of the provisions of the terms and conditions of this tender specification.~~ d. In case of the successful bidder, if the bidder fails: ▢ To sign the contract in the form and manner to the satisfaction ~~of Anchor BANK.~~both parties ▢ To furnish Performance Bank Guarantee ~~in the form and manner to the satisfaction of individual member Bank~~ within the stipulated time period.	**Clause modified as under** Bidder requests that some of the conditions for forfeiture of EMD be modified as shown below; Further Bidder requests clarification; if the EMD Format provided in the Annexure takes precedence over the clauses mentioned under this section? Proposed Clause 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 mis-leading at any time prior to signing of contract and/or fraudulently conceals or suppresses material information; and / or c. The bidder violates any of the provisions of the terms and con-ditions of this tender specification. d. In case of the successful bidder, if the bidder fails: ▢ To sign the contract in the form and manner to the satisfaction.of both parties ▢ To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Bank within the stipulated time period.

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11	13	Part-I 4.EMD Point (e)	(d) The Earnest Money Deposit may be forfeited under the following circumstances: The bidder violates any of the provisions of the terms and conditions of this tender specification	Bidder seeks clarity that forfeiture of the EMD under this clause will be if Bidder violates any terms and conditions of the mutually agreed Agreement/SLA. Please clarify.	**Clause stands as per RFP.**
12	14	Part-I 4.Earnest Money Deposit (e)	The Earnest Money Deposit may be forfeited under the following circumstances: 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	Bidder seeks clarity that, the terms and conditions of the final Contract/SLA will be mutually agreed (Bidder's proposal will form a part of the final contract). Please clarify.	**Clause stands as per RFP.**
13	14	Part-I 5.Rejection of Bid	(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. Noncompliance of any point will lead to rejection of the bid.	Bidder seeks clarity that, Bidder's proposal including the clarifications contained herein will form a part of the final contract/SLA between the Parties. Accordingly, rejection will be for any non-compliance as aforementioned. Please confirm.	**Clause is self-explanatory.**
14	19	Part-I 26.Acceptance of Terms	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event; bank may cancel the RFP process and may call for new proposals from the interested bidders. In such a case, bank shall invoke the EMD of the such bidder.	1.Bidder seeks clarity that its acceptance of the RFP will be read along with its's proposal including the clarifications contained herein and same will form part of the final contract between the Parties. Please confirm. 2. Bidder request the deletion of the clause.	**Clause stands as per RFP.**
				Bidder requests that this clause be deleted in its entirety. The Terms and Conditions are to be discussed and mutually agreed at the time of bid submission. Bidder will not be able to accept all the terms in the Draft Legal Agreement and Terms and Conditions of the RFP.	**Clause stands as per RFP.**

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15	19	Part-I 27.RFP Response	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.	Bidder seeks clarity that IPR/will only be transferred if fully paid for and as specified in the Bidder's proposal. Further, each party shall retain ownership of its respective pre-existing intellectual property rights. Please confirm	**Clause stands as per RFP.**
16	23	Part-I 34. Submission of offer – Point-4	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.	Please remove this clause. As per Part – III (Pg# 24), The bidder with the lowest commercial quote will be declared L1 along with the three stage evaluation process i.e., (1) Eligibility Criteria Evaluation (2) Technical Evaluation (3) Commercial Evaluation.	**Clause stands as per RFP.**
17	25	Part-III 3. Commercial Evaluation	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.	Bidder request the deletion of this part of clause	**Clause stands as per RFP.**
18	26	Part-II 4.Normaliza-tion of Bids Point No-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.	Any future compliance/ responsibilities with applicable regulations will be done in a mutually agreed basis.	**Clause stands as per RFP.**

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19	27	Part IV. Scope of Work. Phase-I. Non-Financial Services.	**Non-financial services**: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.	1.What is the current volume of customer queries that you receive?	**Clause clarified as under:** At Present queries are being handled through like call centre etc. and volume is per day to existing channels is 5-8 thousand.
				2.Plesae Share the list of possible language and roadmap for additional Language.	**Clause Clarified as Under:** Tulugu,Malyali,Gujrati, Marathi,Tamil,Kannada,Assamese ,Oria & Punjabi Besides Hindi and English.
				3.Please let us know the regional languages, possibly, in which the the solution will have to be made available in future?	
				1.What are the maximum number of languages bank is looking to deploy ? 2.List the languages. Is there any priority in terms of which languages to be deployed first ? 3.Given the bank has branches at oversees locations as well, any international language in scope ?	**1. The Bidder should have capability of providing 12 Language as & when required by the Bank. 2.Will be shared with selected bidder.**
				Future Implementation/upgradation would be done on mutually agreed rates.	**Clause stands as per RFP.**
20	27	Part IV. Phase-I. NFS	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.	Where will be training data be available ? Bank has to share at least last 18 months FAQ.	**Clause is clarified as under:** FAQ available with bank shall be made available in PDF format.

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21		Part IV. Phase-I. NFS.	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).	Please confirm whether the training cost will be borne by the bank or not.	**Clause is clarified as under.** Training cost will be borne by the bidder.Handson for the dashboard and overview of the product enterface should be provided by the bidder.
22	27	Part IV. Phase-I. NFS.	Point V.	1. The text in this sub-clause is missing. 2. Point 5 is empty in scope	**The clause stands deleted.**
23	28	Part IV. Phase-I. Point-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.	Where should the project manager be deployed? at the bank's premise or at client's site?	**Clause clarified as under:** The project manager should be deployed at Banks' premise at Kolkata.
24	28	Part IV. Phase-I. NFS	IX.Bot should be both platform and Operating System independent.	1.Need more clarity on this points, as features are governed by the platform which is used and the development is dependent on the same. 2.Need more clarity on what OS dependency is been mentioned here.	**Clause is clarified as under:** 1. It should support different platform viz. e-banking, m-banking, website etc. 2.It should support all browsers of mobile devices, tablet ,i-pads, laptops etc.
				Does UCO bank have any preference on technology & operating system for technical languages that are used of chatbot platform.	**Clause is clarified as under** No such preference for the same.

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25	27	Part IV. Phase-I. NFS.	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.	Here, can we assume that bank already has a campaign manager system that can trigger these messages and bot needs to handle the responses to these campaigns? Whether Bank has a solution to manage personalized messages to customer (or) it should be developed as part of the solution?	**Clause is clarified as under:** The bidder should need to develop the same as part of the solution.
				For personalized broadcast, please confirm if the bank will provide data and set of rules	**Clause is clarified as under:** For personalized broadcast Bank will provide set of rules.
				We understand bank shall provide the system that shall provide the reminders of the payment and chatbot as a front end channel that shall interact with customer and perform the transactions based on customer confirmation. Please confirm if the understanding is correct. Also is the bank looking at deploying the chat engine in cloud and payment engine(Hybrid model)	**Clause is clarified as under:** The bidder should need to develop the same as part of the solution.
				Information regarding the current system architecture, integrations and data points via APIs / Database for scheduling the required jobs is required to understand the complete scope of integration with the internal systems.	**Will be shared with the selected bidder only.**
				Please clarify, the mode of transmission of the reminder message to customer end? Which kind of Customers shall have these messages? What is the frequency of broadcasting personalized reminders?	**It will be done as per Banks' requirement.**

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26	27	Part IV. Scope of Work. Phase-I. Non-Financial Services. Point No-VI	VI.The Chatbot system should be integrated with Bank's Call Centre for further assistance from Call Centre executives.	Please specify the type of integrations required with Bank's call centre.	**Clause clarified as under:** Chatbot has to be deployed over intended channel. Bidder has to suggest integration framework.
				Can you please elaborate this requirement?	**Clause clarified as under:** Presently call back option should be provided and same request should be pushed to existing phone banking. As part of a future requirement Chat should be transferred to the live agent.
				Require more clarity on how chatbot will integrate with call center. Should a call center number be displayed? Or customer will be able to request for a call back option?	
				1.Need more clarity on this ? 2.Are we talking about transferring of chat to the live agent or different internal chatbot for agent or both. 3.Are we talking of agent dashboard (along with chat history and recommendation/analytics) also ?	
				Please clarify if you would like to have live agent console which will allow users to interact with the agents directly or do you want the customer details to be pushed to the customer care agents to assist the customer through voice call.	
27	28	Part IV. Phase-I. XI	Admins should be able to add / update responses of the unanswered queries on the basis of conversation analysis between bot and customer.	We hope this is for the purpose of training the bot as chatbot. It may not be able re-establish the communication to customers in all scenarios. Please confirm whether the understanding is correct?	**Clause clarified as under:** Presently call back option should be provided and same request should be pushed to existing phone banking.
				Through the live agent transfer this can be done, where unanswered queries can be taken up by the agent. Is there any other expectation apart from above here ?	**Clause clarified as under:** As part of a future requirement Chat should be transferred to the live agent.

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28	27	Part IV. Scope of Work. Phase-I. Non-Financial Services. Point No-VII	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.	What technology is the ATM application built on	**Will be shared with selected bidder.**
				what are the requirements on connecting ATM in chatbot. Please provide the switch, ATM models, respective version details that needs to be supported	
				Is the voice based toolkit, a standalone product ? When customer is using this function how does authentication work ? Any specific methods suggested by bank for authenticating customers.	**Clause clarified as under:** It may be standalone integrated with m-banking/e-banking. Mode of Authentication will shared with the selected bidder only.
				1.Are we talking about only API's being exposed for further integration or are we talking about complete integration end to end. 2.How many such channels are required to be integrated. 3.Need to know more details on ATM integration and the current ATM hardware/technology capability.	**Clause clarified as under:** 1. The bidder shall provide an end-to-end Integration. 2. Presently Integration required with e-banking, mobile apps, phone banking, web-based portals. 3will be shared with selected bidder only.

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29	28	Part IV. Phase-I. NFS Point No-VIII	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.	What are the relevant platforms?	**Clause clarified as under:** It should support different platform viz. e-banking, m-banking, website etc.
				Regardless of whether the customer chats via text or voice, system shall provide the chat history as a text while transferring to live agent. Please confirm whether the understanding is correct?	**Clause is self-explanatory.**
				Is live agent software already available with the bank or need to be provided by the vendor/bidder?	**Clause clarified as under:** Vendor has to provide live agent console without any additional cost to the bank.
30	28	Part IV. Scope of Work Part IV. Phase-I.	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)	Using chatbot, where will the user login? In mobile/internet banking app? How will authentication get managed specially in case of messenger bot?	**Clause is clarified as under:** Chatbot has to be deployed over intended channel. Bidder has to suggest authentication framework.
				For sign up any specific methods suggested by bank for authenticating customers?	
31	28	Part IV. Phase-I.	XIII.Single Sign On (SSO), Security Assertion Markup Language (SAML), Open Authorization supported Login/Sign-up.	What is the expectation on SSO when customer trying to use from web portals.	**Clause clarified as under:** Authentication shall be required at transactional stage.
32	28	Part IV. Phase-I.	XIV. Customer shall be able to login using their customer ID, Bank account details, MMID etc.	Do the bank will provide the required APIs for authentication ?	**Clause clarified as under:** The solution should have capability to onboard the customer after completion of authentication process besides API integration.
				Do you wish to have multiple login patterns?	**Clause is self-explanatory.**
33	28	Part IV. Phase-I. NFS	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.	1. What would be the average duration of a session? 2. What would be the size of the data on an average per session?	**Clause is clarified as under:** Depends on nature of queries, efficiency of the solution and case to case basis.

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34	28	Part IV. Phase-I. NFS	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.	Are we talking about customized dashboard, with the mentioned analytics?	**The Clause is self-explanatory.**
35	28	Part IV. Phase-I. NFS	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.	Can you please specify the locations of primary & DR sites? What is existing antivirus in use? Please confirm if the bidder has to provide the anti-virus? If yes, please clarify make/version	**Location of DC & DR will be shared with selected bidder. Bidder shall provide suitable and updated anti-virus.**
				Request bank to consider the Hybrid deployment approach, where the some of components can be deployed in Cloud. This will cost effective and easier to train the bots.	**The clause stands as per RFP.**
				Need Volumetric details for sizing. Request the bank to provide the following details (i)Number of transactions per day to be considered for sizing. (ii)Maximum TPS to be considered for sizing	**Clause clarified as under:** Bank has an active customer base of more than 2cr, sizing has to be done on the basis of information provided in the RFP.
				What is existing database in use for bank's application?	**Queries is not relevant with the current scope.**
				Please confirm if the bidder has to provision for internet connectivity?	**The clause is self-explanatory.**
				Please confirm if the chatbot offered by the bidder would connect with bank's existing network. If yes, does the bidder need to provision for network connectivity and switching hardware.	**Clause clarified as under:** Bank shall provide network connectivity & switching hardware.
				Please confirm if clustering for OS is required.	**It depends on the proposed solution.**
				The solution proposed may have no on-premise components. According to this clause they will not be considered as end-to-end solution?	**It depends on the proposed solution.**
				Please confirm if OS hardering is required.	**It depends on the proposed solution.**

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36	28	Part IV Phase-II FS (VIII)	Blocking of Debit/Credit card	Will the bank expose API's of Card host or request to be posted via switch	**Clause clarified as under:** Bank may expose API's of card host.
37	29	Part IV Phase-II Financial Services	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.	Request bank to confirm the final scope. Scope finalization and clarity is one of the critical point for estimating and responding to the RFP.	**The clause clarified as under:** Bidder has to quote the solution mentioned as per scope in the RFP.
38	29	Part IV Phase-II. Financial Services	**Financial Services through Chatbot** Bank will consume the required APIs and the bidder needs to integrate the same anytime during the contract period.	1. Financial Services through ChatBot : API's are rest or soap? 2. What is the authentication mechanism for API?	**The Clause clarified as under:** 1.Not yet defined. 2.Will be shared with the selected bidder.
				Bank to take the responsibility of RBI guildlines for financial transactions , Bank to advice how to proceed with this. Please advise.	**Clause is self-explanatory**
				Need more clarity on API integration responsibility.	**Clause stands as per RFP.**
				Bank needs to provide the API that chatbot would consume. Also in case of a Cloud/PaaS solution, the API would have to be exposed in a secure fashiom (API G/W is expected from the vendor or will be provided by the bank) - clarity.	**Clause clarified as under:** Bidder has to provide as part of the solution.
39	29	Part IV Phase-II. Financial Services	Technology should be easily integrated to different platforms such as Internet Banking, web-based portals, mobile-based portals and ATM.	Need use case flow for ATM channel.	**Will be shared with selected bidder.**

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40	29	Part IV Phase-II. Financial Services **C. Virtual Personality:**	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.	we understand that the bank shall facilitate APIs from all relevant systems for the chatbot to consume, please confirm whether the understanding is correct. While the services are part of the scope, the intergation into existing sites/internet banking will be restricted to providing the API/call interfaces.	**Clause clarified as under:** Bidder has to provide as part of the solution.
41	29	Part IV Phase-II. Financial Services **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.	Will wireframes be provided by the bank ?	**Clause clarified as under:** Bidder has to provide as part of the solution.
42	32	Part IV Phase-II. Point 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.	please provide what are the other social media platforms to be supported (Twitter, Facebook, WhatsApp, Instagram).	**Clause clarified as under:** Existing social media platforms as well as other channels to be introduced in future.

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43	29	Part IV Phase-II. Financial Services 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.	Under Interface connector, does the bank have mechanism in place for using hashtag functions and utilizing same in Chatbot? If yes please elaborate more and if no please share the approach.	**Clause clarified as under:** The bidder has to provide as a future requirement.
				Request that bank to provide what are the social media sites to be integrated.	**Clause clarified as under:** Presently facebook,twitter, instagram and others to be introduced in future.
				what all are the social media platform/channels where integration is required. Please list all the channels from scope perspective. Also, list the priority if possible	
				The chatbot will interface only using WebAPI/Web Services. Providing the Web API/Web Services out-of-scope of this RFP?	**Clause clarified as under:** Bidder has to provide as part of the solution.
44	30	Part IV Phase-II. FS F. Enhancements and Trouble-shooting	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.	Version upgrade and enhancements will be done on mutually agreed rates.	**Clause clarified as under:** Bidder has to provide as part of the solution without any extra cost to Bank.

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45	30	Part IV Phase-II. FS 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.	Please share the details of Information Security Policy of the Bank.	**Will be share with the selected bidder only.**
46	30	Part IV	Scope of Work	The current scope of integrations with the Bank systems will be for the processes mentioned in RFP, any further integration not listed in RFP will be scoped and considered as separate cost by bank?	**Clause clarified as under:** Bidder has to provide as part of the solution without any extra cost to Bank.
47	32	Part IV Phase-II. Point 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.	Please list down complete list of information that needs to be captured from analytics perspective	**Clause clarified as under:** Bidder has to provide as part of the solution without any extra cost to Bank.

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
48	30	Part IV Phase-II. Financial Services 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.	Does the bank require on premise Speech to text and Text to Speech deployment? If yes is the bank ready to host extra servers powered by GPU.	**The clause is self-explanatory.**
				For integration with Alexa and google, bank has to provide the bank login on such platform to build integration. Will the bank provide their login?	**Bidder has to provide separate authentication process.**
				For IVR integration, does the bank have IVR system in place or the bidder has to provide? If yes please provide current IVR details. Which IVR has to be integrated and does it have the capability to be integrated & stream the voice logs to the bidder provided API?	**Clause clarified as under:** Bidder has to deploy IVR band system.Details will be shared with the selected bidder.
				Please confirm what are the smart assistants other than Amazon Alexa and Google home to be supported.	**The solution should support Amzon Alexa ,Google home and others to be introduced in future.**
				Please confirm what are the smart assistants other than Phone, IVR, SMS/email to be supported	**The solution should support Phone, IVR, SMS/email and others to be introduced in future.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
49	30	Part IV Phase-II. Financial Services Point 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 Passheet ■ TD Account Passheet ■ 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.	For Social Media Integrations, Twitter, Facebook Messenger, Instagram, Skype are open-platforms. But for WhatsApp, WhatsApp Business API channel to be used for BOT integration. Does the bank already have WhatsApp approved Business Number & Token? Moreover, WhatsApp usage is chargeable on usage/metering based by WhatsApp for which separate cost has to be directly beared by bank	**Clause clarified as under :** It should be provided as a future requirement. The cost will be decided to mutually agreed basis. The bidder has to pass-through Bank's existing gateway,
				For ecommerce services like recharges, cab/hotel/bus booking will the bank be providing API to integrate?	
				For online payments like on e-commerce services will there be third party payment gateway or bank gateway will be used?	
				Instagram is not simillar to others , whatsapp will require approval from approval	
				With chatbot providing the platform, will the rest be taken care by the bank , such as tax suggestions, stock buying and selling?	**The static information will be shared with the bidder.**
				Please provide the list of channels that need to be supported.	**Existing social media platforms as well as other channels to be introduced in future.**
50	32	Part IV Phase-II. Point I. Social Media Banking:	Social Media Banking - E-Commerce services such as Mobile Recharge, Cab/Hotel/Bus Booking etc.	Will FSS provided chatbot integrate with existing service provider of bank ?	**Clause clarified as under:** Bidder has to provide as part of the solution.

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
51	32	Part IV PHASE 2 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.	Need more clarity on this point…What is the expectation of training and support structure from the bidder	**Clause clarified as under:** Handson for the dashboard and overview of the product enterface should be provided by the bidder.
				How much training to be given is expected of the Bidder?	
52	32	Part IV PHASE 2 R.Training	iii.Bidder has to arrange onsite classroom training with workstations and required amenities to facilitate the training.	What does Onsite training mean? When and where should the bidder provide the Onsite training?	**Clause clarified as under:** Bidder should provide training at bank's Kolkata premises.
				what is the total number of attendees in the training programme?	**There may be 10-15 (figures may vary) attendees in the training programme.**
				Request the Bank to arrange for infra including Training Rooms, PCs, Projector, etc. for the onsite training sessions.	**Clause clarified as under:** The same shall be provided by bank.

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
53	33	Part IV Phase-II Point 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 Mark-up 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.	Need clarity on other regulatory authority, specifications if any	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
54	33	Part IV PHASE 2 W. Data Backup Plan	Solution should be capable of performing scheduled backup as per Bank's policy.	Where is the backup to be located? Please let us know UCO's data backup policy? How often backup will have to be taken? RFP says data backup is as per the Bank's policy. What is the bank's Data Retention period Kindly confirm the backup duration and also confirm if it would be an incremental back-up.	**The clause clarified under:** The backup shall be provided at Banks DC/DR. Real time data replication between DC/DR along with daily backup. The backup policy will be shared with the successful bidder.
55	36	Part IV FM 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 clause says primarily 12 hours. Need clarification if they need 12 hours support or 16 hours or 24 hours? Please clarify , FM service shall be available on holidays andweekly off days also ? As per the Labor Act, assigning of resources of 12 hours is not legal and hence request you to kindly make it in 2 shifts.	**Clause stands as per RFP.** **Clause stands as per RFP.**
56	36	Part IV FM Services Point-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.	How many languages Bank is planning to implement? And roadmap for additional languages	**Please refer Sl. No.19.**
57	37	Part IV FM Services Point-C	Follow the Incident reporting system of the Bank and updating the same.	Will Incident Management tools be provided by Bank?	**Bidder should provide as a part of the solution.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
58	37	Part IV FM Services Point-h	User Management /Maintenance of Proposed Chatbot Solution.	What is the period of maintenance bank is looking for ? Can support period for the purpose of scope be assumed 1 year (as mentioned in point U)	**Clause stands as per RFP.**
59	38	Part-V 3.	Preliminary Scrutiny	Bidder seeks clarity that this will apply prior to selection of a final Bidder. Please confirm.	**The clause is self-explanatory.**
60	38, & 47	Part-V 5 &17	Service level Penalties, Penalties & Liquidated Damages	Bidder seeks clarity and requests penalties and LDs be levied a) only for delays and breaches that are solely and directly attributable to the Bidder b) as Bank's sole and exclusive remedy c) only be deducted from amounts due to the Bidder/IBM if not disputed by IBM. And in no event, will the aggregate of all penalties and LD under the contract will exceed 10% of the total contract value.	**The clause stands as per RFP.**
61	39	Part-V 5.Penalties	v. The sum total of penalties should not exceed 10% of the TCO.	Bidder request the capping of penalty to be at 10% of the monthly payments We request to clarify that sum total of penalties for any quarter should not exceed 7% of the quarterly invoice value.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
62		Part V.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.	Bidder requests that the PBG be provided annual and only after provision of a cure period. Proposed Clause The successful bidder shall be required to provide a Bank Guarantee for 10% of the annual contract value and shall be renewed annually at 10% of the respective year's annual contract value Total Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for 63 months (60+3 months claim period), from the issuance of Purchase Order (PO), indemnifying any loss to the Bank, as per the format of Annexure – K. 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 <u>the successful bidder</u> 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, <u>after having provided bidder with a cure period of not less than 30 days to cure any default.</u> Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the <u>successful bidder</u> is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time, <u>after having provided bidder with a cure period of not less than 30 days to cure any default</u>. This is independent of the LD on delivery and implementation.	**Clause stands as per RFP.** **"Prime vendor" should be read as successful bidder.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
63	38	Part V. 2.Schedule of Implement-ation	The entire project should be completed within 6 – 8 weeks from issuance of Purchase Order.	What part of the solution is expected to be delivered in 6 to 8 weeks of time from issuance of Purchase Order?	**Clause is self-explanatory and stands unaltered.**
				Request to increase the period of deployment.	
				Assuming this is for Phase 1 delivery. Please specify the channels (like web, app etc.) on which the service needs to be made live in 6-8 weeks.	
				Also the timeline is unreasonable considering that the solution needs to be deployed on-prem in 2 locations. Hence, we suggest that this clause be removed and ask bidders to submit their timeline for implementation of each phase.	
				BIDDER request the Bank to reconsider the implementation timeline and the same shall be mutually agreed between the Parties.	
				Is this the go-live expectations including the complete project lifecycle of requirement gathering and UAT testing to be done by bank's team. Please provide clarity on the project completion timeline expectations	
				As the project involves integration with multiple 3rd party solutions/ channels, proper handshake (e.g. exposing of APIs) with respective OEMs has to be in place.	
				Request the Bank to ensure the same.	
				Because of the same, we also request the Bank to increase the project timelines to 10 weeks.	
64	38	Part V Point 5	Service Level Penalties	BIDDER request the Bank negotiate the SLA terms at the time of contract negotiation on mutually agreed terms.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
65	43	Part V Point 10	Confidentiality and Secrecy	Bidder wishes to seek clarity that; information shall be identified as confidential at the time of disclosure (Confidential Information) to be deemed confidential. Confidential Information shall not include information that is independently developed by recipient along with other exceptions as mentioned in Annexure XV. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years from date of initial disclosure. Each party shall comply with the applicable export and import laws and regulations. Obligations of confidentiality shall only apply to Confidential Information shared post the execution of the Contract. Indemnity/Liability in context of the Confidentiality obligation/Annexure will not be applicable as parties will have option to seek injunctive relief and claim damages for breach (including termination for 'material breach'). Bidder accordingly requests for Annexure XV to be mutually agreed basis aforementioned.	**Clause stands as per RFP.**
66	45	Part V Point 11	Award of Contract	Please clarify why does this clause talks about signing of a "provisional contract"? Bidder understands that a final contract will be signed with the selected Bidder (on mutually agreed basis).	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
67	46	Part V	15. Cancellation of Contract & Realization of Compensation	Breach of any material terms and conditions of the agreement, including non-compliance of the mutually agreed service levels , and such breach is not cured within a period of 90 days from the date of receipt of notice issued by the Bank specify in writing expressly the breach and for its remediation. BIDDER request the Bank to modify the clause as below "15. Cancellation of Contract The bank reserves the right to cancel the order placed on the selected bidder only on the following circumstances: i. The bidder commits a breach of any of the terms and conditions of the terms and conditions of the Purchase Order / SLA, such breach is not cured by bidder within 90 days from the date of receipt of written notice from Bank. ii. The bidder goes into liquidation voluntarily or otherwise. iii. If deductions on account of liquidated damages exceed more than 10% of the total order price. iv. On the events of data piracy / privacy / system failures / security failures on sole accountability of the bidder."	**Clause stands as per RFP.**
				BIDDER would like to discuss with Bank to include a crucial clause that is reasonable to provide termination rights for bidder for non-payment or non-performance by the Bank.	**Clause stands as per RFP.**
				Bidder shall request to clarify that Bidder will get for all the services rendered till the effective date of Termination.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
68	46	Part V 15.(v)	v. If deductions on account of liquidated damages exceed more than 10% of the total order price.	Bidder request to delete the point (v)	**Clause stands as per RFP.**
69	46	Part V 15.(vi)	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.	Bidder request to delete the point (vi)	**Clause stands as per RFP.**
				Request you to modify the clause as the risk purchase clauses are uncapped.	**Clause stands as per RFP.**
70	46	Part V 15.(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.	Request you to modify the clause as the risk purchase clauses are uncapped.	**Clause stands as per RFP.**
71	46	Part V 15.(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.	Bidder request deletion of the point since any invoice for withholding shall only be in case of dispute and shall go through dispute resolution process	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
72	47	Part V 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.	BIDDER would like to request the Bank to change the penalty to 0.1% instead of 0.5% per week considering the efforts taken by BIDDER to provide the services under the scope.	**Clause stands as per RFP.**
				Bidder request to confirm that the penalty is applicable on those deliverables which are delayed. Bidder also requests to modify the capping to 10% of the implementation value.	**Clause stands as per RFP.**
				We request LD to be applicable @ 1% of the delayed deliverable value per week of delay subject to a cap of 5% of the total cost of the effected deliverable.	**Clause stands as per RFP.**
73	48	Part V Point 18	Force Majeure	Bidder seeks clarity that, upon occurrence of a Force Majeure event, if party's initiate termination then Bidder shall be paid for all goods and services rendered until the date of such termination and that the excuse of force majeure only applies to non-monetary obligations. Please confirm.	**Clause stands as per RFP.**
74	48	Part V 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	BIDDER would request the Bank to modify the clause as such any renewal shall be on the mutually agreed terms.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
			commercials quoted by the bidders should be valid for a period of 05 years (60 months) from the date of issuance of Purchase Order.	Bidder requests the contract may be extended/renewed for further period on such terms and conditions as would be decided mutually by the Parties.	**Clause stands as per RFP**.
75	49	Part V 22.Order Cancellation	Order Cancellation	BIDDER request the Bank to delete this clause since you have already covered the same under Clause 15 of Part V. BIDDER also request you to modify the clause as requested in Clause 15.	**Clause stands as per RFP.**
				Bidder seeks clarity that Orders will only be cancelled if for reasons solely attributable to the Bidder, the Bidder is unable to provide services/goods as per the terms of the mutually agreed SLA even after expiry of the cure period given to the Bidder.	**Clause stands as per RFP.**
76	49	Part V 22.Order Cancellation	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.	Bidder request the deletion of this clause	**Clause stands as per RFP.**
				Request you to modify the clause as the risk purchase clauses are uncapped.	**Clause stands as per RFP.**
77	49	Part V 22.Order Cancellation	• The selected bidder should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries do not exceed 10% of the TCO.	Request you to modify the clause as the risk purchase clauses are uncapped.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
78	49	Part V 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:	Request you to add/modify as "30 days prior written notice of termination to be given to the bidder."	**Clause stands as per RFP.**
79	49	Part V 23.	Indemnity	Bidder seeks clarity and requests that under this RFP; it shall indemnify the Bank by defending it against third party claims for patent or copyright infringement arising from unaltered Bidder manufactured products supplied hereunder, to the extent of court awarded damages. The Bidder shall be granted sole control and defense of such claims. Bidder accordingly requests for any Indemnity Format to be mutually agreed basis aforementioned.	**Clause stands as per RFP.**
80	50	Part V 27.	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.	Does this means, we have to provide object code of the application.	**Clause is self-explanatory.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
81	50, 57 & 60	Part V Point No-29 Dispute Resolution, Dispute Resolution Mechanism & Arbitration	28(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. 39(a)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.	Bidder clarifies that it agrees with this clause in general, apart from clause 28 (b) and 39 a (ii). Bidder understands that in case of a dispute not settled amicably, it will be resolved through Arbitration and Conciliation Act, 1996. Please confirm.	**The clause 39 (a) ii will be read as under;** The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorized 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.

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
82	49	Part V 23.	Indemnity	The selected bidder agrees to indemnify and keep indemnified the Bank against actual, direct and proven 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 Bank at times against all actual, direct and proven claims, demands, actions, costs, expenses which may arise or be brought against the Bank, by third parties on account of gross negligence or deliberate 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.	**Clause stands as per RFP.**
				Bidder requests that the Indemnity Clause be modified and limited to only Third Party IP Infringement only. Further the Total Liability to be limited to fees paid/payable 12 months before the cause of action arose. Proposed Clause The total aggregate liability of the selected bidder shall not exceed the total fees paid or payable by Bank to the Bidder in the 12 months before the cause of action arose.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
83	49	Part V 23.	Indemnity	Bidder requests for the following Modification; Bidder can provide only an IP Indemnification. Proposed Clause 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 by an unaffliated third party. ~~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. ~~The selected Bidder is required to furnish a separate Letter of Indemnity (As per Annexure-T) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement~~	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
84				Clause 28 (last para); pg. 51: Resolution of Disputes Request you to kinldy modifiy/changes as "Except for disputes arising due to the non-payment of fees for the services rendered by the bidder under the RFP, Tthe selected 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. Likewise Bank shall not withhold any payments due to the bidder pending the resolution of the dispute between the Parties. " Clause 39 (e); Dispute resolution: Request you to kinldy modifiy/change as "Except for disputes arising due to the non-payment of fees for the services rendered by the bidder under the RFP, 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. Likewise Bank shall not withhold any payments due to the bidder pending the resolution of the dispute between the Parties. "	**Clause stands as per RFP.**
85	52	Part V Point No-29	Exit and contract Renegotiation	BIDDER would request the Bank to modify this clause as below. "The Parties will reserve a right to re-negotiate the terms of the entire contract at mutually agreeable for both parties"	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
86	52	Part V Point No-29	Exit and contract Renegotiation	Proposed Clause After having provided Bidder with a cure period of 30 days and advance notice to cure a default, 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 Bank Guarantee within 30 days of receipt of purchase order; ⬚ 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 software 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	**Clause Stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
87	52	Part V Point No-29 Exit and contract Renegotiation	As aforesaid the Bank would procure the software from the third party only in the event that the software was available at more favourable terms in the industry, and secondly, the software 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.	Bidder seeks removal of this clause; if Bank Terminates Bidder's services; no further obligations with regard to use of 3rd party Software or 3rd Party use shall remain.	**Clause Stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
88	52	Part V 29 Exit and contract Re-negotiation - Delay	Delay in offering; Delay in commissioning project beyond the specified period; Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;	How many days' time you consider as delay for the purpose under this clause of RFP.	**Clause is self-explanatory.**
89	53	Part V Signing of the 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.	Bidder request the Bank to provide a 60 days timeline to execute the contract. Bidder seeks clarity that post declaration of the selected Bidder, a final contract/SLA agreed on a mutual basis will be signed between the parties. Bidder requests that the Service Level Agreement is signed upon mutually agreeable terms within a period of time as mutually agreed by the parties.	**Clause stands as per RFP.**
90	53	Part –V 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.	What is the basis of assessing performance?	**Clause is self-explanatory.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
91	53	Part –V 33.	Termination	Breach of any material terms and conditions of the agreement, including non-compliance of the mutually agreed service levels , and such breach is not cured within a period of 90 days from the date of receipt of notice issued by the Bank specify in writing expressly the breach and for its remediation. BIDDER request the Bank to modify the clause as below **"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 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, provided such breach is not cured within 90 days cure period. 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) Deductions on account of liquidated damages exceed more than 10% of the total work order. 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."	**Clause Stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
92	53	Part –V 33.	Termination	Bidder seeks clarity that that termination will be limited to instances of material breach and upon providing the Bidder at least 90 days written notice. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination.	**Clause stands as per RFP.**
93	53	Part –V 33. Termination	UCO BANK reserves the right to cancel the work/purchase order/contract 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.	Bidder requests for the following changes: Proposed Clause UCO BANK reserves the right to cancel the work/purchase order/contract 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 after having given a cure period of 30 days to cure such a breach. b) The selected bidder goes into liquidation, voluntarily or otherwise. c) The selected bidder violates the Laws in force in India, 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) After having given a cure period of 30 days to cure such a breach, 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.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
94	53	Part –V 33.	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.	Bidder requests for the following changes: Proposed Clause 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.	**Clause stands as per RFP.**
				Request you to modify the clause as the risk purchase clauses are uncapped.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
95	54 & 55	Clause 34, 35 & 36	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.	Request you to add/modify as " 30 days prior written notice of termination to be given to the bidder."	**Clause stands as per RFP.**
96	54	Part V 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.	In the event of termination for convenience, the terms of termination would be mutually agreed between the Bank and FSS. The agreed termination Charges shall be incorporated in the Agreement.	**Clause stands as per RFP.**
				BIDDER would request the Bank to delete this termination for convenience, considering the efforts taken by BIDDER to provide services. Any termination under this RFP should be with cause.	**Clause stands as per RFP.**
				Bidder seeks clarity that termination will be limited to instances of material breach. Accordingly, Bidder requests termination for convenience be deleted.	**Clause stands as per RFP.**
				Bidder request to specify the notice period as 90 days as the same is not mentioned in the clause	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
97	55	Part V 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.	Bidder requests termination be affected only if the Bidder is finally adjudged bankrupt/insolvent by a competent court. Bidder requests at least 90 days written notice be provided prior to termination. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination.	**Clause stands as per RFP.**
98	55	Part V 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.	Breach of any material terms and conditions of the agreement, including non-compliance of the mutually agreed service levels , and such breach is not cured within a period of 90 days from the date of receipt of notice issued by the Bank specify in writing expressly the breach and for its remediation. Hence, request the Bank to modify this clause.	**Clause stands as per RFP.**
				Bidder requests termination be limited to instances of material breach and upon providing the Bidder at least 90 days written notice. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination.	**Clause stands as per RFP.**
98	55	Part V 37.	Consequences for Termination	BIDDER would like to clarify that transition of the services will be on mutually agreed price and training, if any, will be charged additionally.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
				Bidder understands and seeks clarity that if Termination is as a result of material breach that is solely attributable to the Bidder, Bank may terminate the Contract by upon providing the Bidder at least 90 days written notice. Upon termination, the Bidder shall be paid for all goods and services rendered and expenses incurred until the effective date of termination. Bidder further clarifies that deductions/adjustments and set offs maybe made from amounts due to the Bidder may only be made if the same is not disputed by the Bidder. Bidder requests no invocation of PBG. And Indemnity will not apply in such case.	**Clause stands as per RFP.**
				Bidder request to specify in the clause that the bidder shall be paid for all the services till the effective date of termination	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
99	55	Part V 37.	Consequences for Termination	Bidder requests for the following modification; such that any termination support provided is provided with Payment of Charges as agreed. Further Upon Termination for convenience; Bank to pay bidder termination fees. Proposed Clause <u>Subject to payment of charges as agreed by the parties</u>, In the event that the termination of the Conttract, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the services(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.	**Clause stands as per RFP**.
100		Part V 37. Consequences for Termination	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.	Bidder request that the training provided to successor shall be paid by the Bank	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
101	55	Part V 38.	Compliance with applicable laws of India	Bidder seeks clarity and wishes to clarify that Bidder will comply with all applicable laws, where "Applicable Law" shall mean; such regulations that are generally applicable to its business and any other regulations that are notified to the Bidder by the Bank and agreed between the Parties. In relation to Bidder understands and wishes to clarify that all Bidder will provide third party product warranties on a pass-through basis. In relation to Indemnity under this clause Bidder wishes to clarify that such Indemnity to not be applicable. Bank will have termination rights for material breach. Bidder also requests for clarity on audit (for what purpose will the audit be conducted).	**Clause stands as per RFP.**
102	59	40.Warranty and AMC / ATS Hardware Point-4	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.	It is recommended by all OEM's that any product/ hardware under warranty must be upgraded in in-line with the OEM policies else, warranty might get void. Any upgrades needs to be done only through OEM partner or authorized resellers of the OEM, with addition of original OEM hardware.	**Clause stands as per RFP.**
103	60	Part V 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	Bidder would like to request the Bank to delete this provision, since this kind of losses cannot be **acceptable under Indian law**s. Hence the same needs to be deleted.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
104			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.	Bidder seeks clarity and requests that LoL under this RFP shall not include indirect, consequential, incidental or special damages, loss of/damage to, data, loss of profit, business, goodwill and third-party claims, even if Bidder has been advised of possibility of such damages. Bidder's further understands that Bidder's aggregate liability for direct damages under this Contract shall in no event, exceed the total contract value.	**Clause stands as per RFP.**
				Bidder requests that the total cap shall be fees paid or payable 12 months before the cause of action arose. Proposed Clause Bidder's aggregate liability under the contract shall be limited to a maximum of <u>fees paid/payable by Bank to the Bidder 12 months before the cause of action arose.</u> ~~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 <u>not</u> be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
105	60	Part V 43.	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.	Request you to change the same to 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 not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
106	62	Annexure-I Tender offer Forwarding Letter	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 and our offer shall remain valid 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.	Bidder requests for the following changes: Proposed Clause; In the event of our selection by the Bank for RFP for the Implementation, Maintenance and Facility Management for System Security Tools for Cyber Security Operation Centre (C-SOC), we will submit a Performance Guarantee for a sum equivalent to 10% of the annual contract value and shall be renewed annually at 10% of the respective year's annual contract ~~value~~ order value to be valid for a period of 60 months + 3 month i.e. 63 months in favour of UCO BANK effective from the month of execution of Service Level Agreement or successful go live whichever is earlier We agree to abide by the terms and conditions of this tender ~~except for any deviations suggested~~ and our offer shall remain valid 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 along with deviations submitted by Bidder and accepted by Bank and Bank's notification of award, shall constitute a binding contract between us.	**Clause modified as under:** 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 05 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 and our offer shall remain valid 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.

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
107	40 & 79	Part V Point No. 6 & 7 and Annexure-XIV	Adoption of Integrity Pact, Independent Monitor and Annexure XIV	Bidder understands and seeks clarity that this will as mutually be agreed between the parties.	**Clause stands as per RFP.**
108	72 & 73	Annexures VII and VIII	VII. Undertaking all By-Laws VII.Undertaking Central Minimum Wages Act & Labour Laws	Bidder will comply with all applicable laws, where "Applicable Law" shall mean; such regulations that are generally applicable to its business and any other regulations that are notified to the Bidder by the Bank and agreed between the Parties.	**Clause stands as per RFP.**
109	76	Annexure-IX	Undertaking letter for No Deviation	Bidder seeks clarity that Bidder's acceptance of the RFP will be read along with its's proposal including the clarifications contained herein and same will form a part of the final contract between the Parties.	**Clause is self explanatory.**
110	85	Part V	Annexure-XV Non-Disclosure Agreement	Bidder requests the Bank to have mutual confidential obligations.	**Clause stands as per RFP.**
109	94	Annexure-XVII.Technical Specification Point No-15	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.	Please provide the scenarios and services to be covered in B2E chatbot scope. Need clarity on this point	**Clause is self-explanatory. B2E refer to queries raised by employee.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
110	95	Annexure-XVII 23.Training and Bot Analysis	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.	Should the BOT training happen before implementation or continue through the contract period.	**Prior Implementation as well as constant up-gradation is expected.**
111	96	Annexure-XVII 26.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.	How long the Bidder's Project Manager should be deployed at the site.	**Clause is clarified as under:** Onsite deployment of project manager may be required during go-live and implementation phase.

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
112	97	Annexure-XVII 27.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.	Is the user manual required in online format as well besides PDF?	**Clause is self-explanatory.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
113	28	Clause 18	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.	Kindly specify the location for DC site and DR Site It the bidders understanding is correct the bidder has to propose the entire Hardware & Software in the name of UCO Bank i.e. Server, Storage, Networking Switches, Backup Software, Operating System License, Database License, or bidder will use the existing Hardware and Software of UCO Bank, Please confirm. Kindly specify licensing types for OS and DB (SPLA or Perpetual). Kindly specify any specific security components expected. Facility Management Support Personnel comes under whose scope? (CSP or App vendor)	**Clause is self-explanatory,** **Location DC/DR site will be shared with the successful bidder.**
114	35	Annexure-XVII Deliverables	Complete Integration, Configuration, Development, Architecture, DR replication & Switchover, customization, Security & Risk Mitigation, implementation and project plan & schedule.	In order to comply with the clause, request the bank to elaborate the RPO and RTO requirement.	**Clause clarified as under:** **RPO- 30minute** **RTO-90Minute**
115	35	Annexure-XVII Deliverables.	Project schedule updated in bi-weekly basis and Post implementation review report.	Are the reports required in hard copy format or only soft copy format? The same question applies to all deliverable documents.	**Clause is self-explanatory.**
116	35	Annexure-XVII Deliverables.	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.	Any future upgradation as per the regulatory guidelines issued by the regulatory authorities will be done at mutually agreed rates.	**Clause stands as per RFP.**
				Need more clarity on this point…What is the expectation from the bidder.	**Clause is self-explanatory.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause			Query sought/ Suggestions of the Bidder	Bank's Response
117	36	Annexure-XVII Deliverables	Audit by 3rd party CERT-IN empanelled auditor for application and system audit including source code audit certificate before go-live.			who will be responsible to engage the 3rd party auditor, bank or the bidder.	**Bank will engage 3rd party auditor.**
118	36		Disaster recovery infrastructure, Backup and Recovery Procedures, business continuity management plan covering well defined Recovery Point Objective and Recovery Time Objective.			Expected RPO and RTO? DC and cloud DR site will be connected through P2P Replication Link. Kindly specify the sizing of data replication	**Clause clarified as under:** RPO-30 minute RTO- 90minute 70mb/within 15 minute
119	39	Part-V 5.Service Level Penalties	**Performance Area**	**Parameter**	**Penalty (% of the Bill Amount)**	We would like to clarify Penalty will be measured on quarterly basis and the penalty will be applicable on the quarterly invoice value only. Penalty for the quarter shall be capped at 7% of the quarterly invoice value. Bank can invoke PBG only if the penalty cap are hit for the 3 consecutive quarter	**Clause stands as per RFP.**
			Response Time/ Response Accuracy /Uptime	a.100%-99.50% b. >99.49 - 97% c.>96.90%-95%	a. Nil b.5% of monthly Payment c.7% of Monthly Payment d.10%of Monthly		
120	58	Part V 40. 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 (4th Year AMC & 5th Year AMC), if so decided by the Bank.			In case the solution is cloud based and uses PaaS then this clause needs to be amended suitably or additional clauses covering the Cloud/PaaS need to be added.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
121	58	Part V 40. Hardware (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.	This would not be applicable in case of a Cloud/PaaS solution and should be amended suitably as against taking an exception during the evaluation phase.	**Clause stands as per RFP.**
122	58	Part V 40. Hardware (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.	This will not be applicable in case of the Cloud/PaaS solution. Secondly in case of an on-premise solution additional s/w will impact the SLA/Performance of the solution.	**Clause stands as per RFP.**
123	59	Part V - 40. - Software - iv (bullet 8)	Bidder will be responsible for Routing the transactions through the backup system in case the primary system fails Switching to the DR site in case of system failure.	The on-premise BCP applicability does not apply to the Cloud/PaaS.	**Clause stands as per RFP.**
				Kindly specify number of public IPs required and if DNS services are required.	**Will be sahred with selected bidder.**
124	71	Annexure-VI Undertaking for Non-Blacklisting of bidder	b) 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.	Bidder requests that deviations be allowed to be submitted. The deviations submitted shall be mutually agreed by the parties. Proposed Clause b) Further, we hereby undertake and agree to abide by all terms and conditions along with deviations submitted by Bidder and accepted by Bank and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
125	73	Annexure-VII	Undertaking for Central Min. Wages At & Labour Laws	For Startup the norms are relaxed so kindly amend the clause.	**Clause stands as per RFP.**
126	76	Annexure – XI Undertaking for No Deviation	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.	Bidder requests that deviations be allowed to be submitted. The deviations submitted shall be mutually agreed by the parties. Proposed Clause 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.	**Clause stands as per RFP.**
127	77	Annexure - XII	Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, networth etc.)	Kindly consider the provisional/ unaudited Financials for the FY 2018-19. Also consider this certificate in Bidders own format since it's a Standard company document.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
128	97		Data Backup Plan: Solution should be capable of performing scheduled backup as per Bank's policy.	Kindly specify the policy for backup as well as retention period. Are backup services required at the DR site?	**Clause is self-explanatory.** **Backup policy will be shared with selected bidder.**
129	99	(Hardware) 1	Server with Operating System & other required software (for both DC & DR) including Patch Management.	Are OS, DB and storage management services required?	**Clause is clarified as under:** **The bidder should provide and end to end solution.**
				Request the Bank to provide clarity on the DC-DR setup of servers & storage as per their IT policy i.e. HA setup in DC & DR, Active-Active setup or Active-Passive setup	**Set-up will be Active-Passive.**
				1.Please provide the type of server with full specification of DC & DR as per Bank Compliance . 2. Please provide the type of storage details with full specifications.for DC & DR .	**Bidder to provide as per the solution.**
130	99	(Hardware) 2	Storage (should be capable to store the data of the Bank for the entire contract period of 5 years) (for both DC & DR)	Kindly specify the peak hours of Chatbot usage and What would be the size of daily data generated?	**Clause is clarified as under:** Depends on nature of queries, efficiency of the solution and case to case basis.
				To calculate the required storage, request the Bank to specify the number of interactions per year envisaged for Knowledgebase building for the duration of the contract.	

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
131	99	(Hardware) 4	Any other hardware items as required for the application.	Kindly specify any other hardware components required for application other than servers and network, security components. We understand the networking and related networking components & activity are the responsibility of the Bank.	**Clause is self-explanatory.**
132	99	(Software) 4	Any other software items as required for the application.	Kindly specify any other software components required for application other than OS and DB software's.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
133	67	Annexure IV Proforma for Performance Bank Guarantee	We,……………. [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as —Bank) at the request of ………………………………….. [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs……………..against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement. 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 Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'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. ………	Bidder requests for the following changes Proposed Clause We,……………. [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as —Bank) at the request of ……………………………….. [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs……………..against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement <u>after Vendor fails to cure such a breach within 30 business days from date of notice by LIC.</u> 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 Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said <u>Agreement after Vendor fails to cure such a breach within 30 business days from date of notice by LIC.</u> 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. ………	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
134			General	Audits Is Cert-In Audit required for the website / web portal? How many Cert-In Audits are expected and at what interval? Is STQC Audit required for the website / web portal? How many STQC Audits are expected and at what interval?	**Clause clarified as under: STQC/any other audit required for the web portal/system deployed as per extant guidelines issues by regulatory authority time-to-time.**
135			General	How many onsite resources are expected to be deployed? Please provide required qualification details of onsite engineers. Are the resources required to be deployed during the project life cycle? Or are they required to be deployed post go-live during the AMC period?	**Clause stands as per RFP.**
136			General	Who will be responsible for the purchase and maintenance of SSL certificate? Which type of SSL is expected? Wild card, Extended or Single domain?	**Bidder to provide as per the solution.**
137			General	Any commercially off-the shelf software supplied under this contract will be regulated solely under the standard license agreement of such software and such license will not be impacted by the terms and conditions set-forth in this RFP.	**Bidder to provide as per the solution.**
138			General	Bidder will provide third party product warranties on a pass-through basis to the Bank in accordance with the relevant third-party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
139			General	Each party grants only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise. Each party shall retain ownership of its respective pre-existing intellectual property rights.	**Clause stands as per RFP.**
140			General	Kindly specify if the implementation is on UCO bank Premises or on external Cloud.	**Clause is self-explanatory.**
141			General	Kindly specify in details the various integration to be considered, Request for more details on the backend architecture.	**Clause stands as per RFP.**
142			General	Kindly mention the Total number of FAQs/ intent to be considered.	**FAQ available with bank shall be made available in PDF format.**
143			General	Kindly details on the Bank's back end systems with which chatbot needs to be integrated for performing the financial services in Phase 2.	**Clause is self-explanatory.**
144			General	Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States.	**Clause stands as per RFP.**
145			General	Allow use of open source solution to build the IVA	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
146			General	BIDDER would request the Bank that any binding terms and conditions shall be on a mutually agreed basis. BIDDER requires inclusion of the following crucial clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank. This list is inclusive of various other terms of the agreement and is not exhaustive. 1) Cap on Liability (Limitation of Liability) 2) Non-solicitation 3) Intellectual Property Rights 4) Assignment etc. 5) Representation and Warranties 6) Indemnities 7) Termination by BIDDER (for delayed or non-payment by Bank) 8) Confidentiality protection for BIDDER's IP & Patent rights 9) Penalty and SLA 10) Liquidated Damages We would also request the Bank to consider the below aspects: Termination compensation by the Bank in the event of termination of the agreement by the Bank prior to completion of the term.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
147	12	Part-II Clause-3 Tender Document & Fee Para-3	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.	While we appreciate the fact that you would be providing the above exemption, we would also like to know if you will adhere to the other terms and conditions related to MSMEs who are bidding in the above tender. Since we would be participating as a startup -All Central Ministries / Departments /Department of Public Enterprises/ Central Public Sector Undertakings have been authorized to relax conditions of prior experience and prior turnover with respect to MSEs in all public procurements subject to meeting quality and technical specifications	**Clause stands as per RFP**.
148	16	Part-II Clause-15 MSME	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	While appreciating the fact that you will Allow MSME vendors as per the GOI Notifications it is also requested that you incorporate the other parameters of the above clause by granting exemptions on Turnover and experience criteria to enable MSMes to participate in the Bid.	**Clause stands as per RFP.**
149				Request to consider MSME Registration for waiver in EMD, NSIC registration should not be essential.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
150	10	Eligibility Criteria Point No-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.	Request for Waiver/exemption under the MSME clause for MSME/Startup Bidders We are registered with Dept. of Industrial Policy & promotion, Ministry of Commerce & Industry as Startup (Certificate No DIPP24247) which has notified relaxation of Norms for Startup medium Enterprise in Public Procurement regarding Prior Turnover Criteria Request to exempt the MSME/NSIC registered companies from Turnover criteria We appreciate the exemption offered in EMD and Tender fees to MSME's by following Govt. of India norms. Under same norms, turnover criteria are also relaxed for MSME's Kindly refer the clause Justification: MSME companies possessing required experience are exempted from criteria of Turnover as per Govt. of India Guidelines. A) Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012. B) Memorandum issued by Ministry of Finance Department of Expenditure, Procurement Policy Division on 20th Sept 2016. It is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all Public Procurement's subject to meeting of quality and technical specifications (documents are attached for reference).	**Clause Stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
151	10	Eligibility Criteria Point No-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.	1. Can we submit the financial results of the group company which is holding the Indian company? 2. Can you please relax the clause to "bidder submitting the offer should have net profit for two of the last three financial years" For wider participation of Bidders, request you to kindly consider average annual turnover of Rs 75 Lakhs for the last 3 financial years.	Clause Stands as per RFP.

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
152	91	Eligibility Criteria Point No-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.	Request you to kindly consider prior expereince on web development/Web Application development projects for Government Entity.	Clause stands as per RFP.
				Can this requirement for at least 1 implementation be waived, Powerweave has a working prototype of AI Chatbot ready which it can demonstrate.	
				Will request to consider the following: 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. 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 as this technology being very new, this will limit	
				Since we are an MSME/Startup and will be bidding as a startup/MSME we request that in continuation with the Guidelines of MSME/Startups the credentials of the OEM/OSD be taken into account for this Eligibility criteria, which will allow MSMEs/Startups to Bid for the RFP. UCO Bank having encouraged Startups/MSMes we believe that you will definitely consider this request and take cognizance of the same.	
				Experience of any IVA should be considered as eligibiltiy for the bid and the compulsion of one implementation in Scheduled Commercial Bank / Public Sector Undertaking / BFSI sectors should not be there	
				Consider OEM's experience in this bidding	

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
153	10	Eligibility Criteria Point No-6	The proposed solution should have been implemented and presently working in any Scheduled Commercial Bank / Public Sector Undertaking / BFSI.	We would request you to remove this clause as this technology being very new, this will limit participation of bidders limiting it to a very few, henceforth Bank will be losing on competitive technology and commercials.	Clause stands as per RFP.
				Is it OK if our proposed solution is implemented in and presently working in any Scheduled Commercial Bank / Public Sector but implemented by other company ?	
				Open source chatbot development must be allowed thus making this criteria/ requirement non essential	
				Since we are an MSME/Startup and will be bidding as a startup/MSME we request that in continuation with the Guidelines of MSME/Startups the credentials of the OEM/OSD be taken into account for this Eligibility criteria, which will allow MSMEs/Startups to Bid for the RFP. UCO Bank having encouraged Startups/MSMes we believe that you will definitely consider this request and take cognizance of the same.	
				Request to put only one clause of ongoing project with any Scheduled Commercial Bank / Public Sector Undertaking / BFSI.	
				Can we submit any of our global references? (Non-Indian). Request you to relax the clause to include references of utility companies as well.	

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
154	91	Eligibility Criteria CompliancePoint No-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	Since we are an MSME/Startup and will be bidding as a startup/MSME we request that in continuation with the Guidelines of MSME/Startups the credentials of the OEM/OSD be taken into account for this Eligibility criteria, which will allow MSMEs/Startups to Bid for the RFP. UCO Bank having encouraged Startups/MSMes we believe that you will definitely consider this request and take cognizance of the same.

Request you to consider open source IVA solutions instead of OEM authorization. It is very rare to get OEM certificate for any software application. | **Clause Stands as per RFP.** |
| 155 | 91 | Eligibility Criteria Point No-7 | The proposed solution should have been implemented and presently working in any Scheduled Commercial Bank / Public Sector Undertaking / BFSI. | As above we request that Implementation of the OEM/OSD be taken into account and considered for eligibility | **Clause Stands as per RFP.** |
| 156 | 99-104 | Annexure-XVIII,XIX,XX | Technical Bill of Material ,Masked Commercial Bid & Commercial | Request to mention Hardware and software specifications precisely. Like server, OS, Storage, Application software details etc. | **Clause Stands as per RFP.** |
| 157 | 10 | Eligibility Criteria Point No-1 | | Is it allowed to submit the proposal as a consortium?

We request that you allow for a Consortium to be formed for participating in the Bid. Also in case we as a MSME/Startup be part of the consortium then we request you to clarify how the MSME clause be applied in that case. Also if the MSME/startup is a part of the consortium then the eligibility criteria can be of any member of the consortium, which is a n accepted norm in many of the Govt RFPs. | **Clause Stands as per RFP.** |

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
158	46	Terms of Payment, 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.	i.75% 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% Remaining of total application cost & implementation cost after one month of successful GO-LIVE	**Clause Stands as per RFP.**
		Terms of Payment, 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.	iv. 75% 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. C. AMC for Hardware shall be paid in yearly advance. D. ATS on Software item shall be paid in yearly advance. E. Payment for FM services shall be paid in yearly advance. For AMC/ATS of Hardware and Software , this payment terms is not in line with OEM where OEM takes payment in 100% advance. 1. Bidder request the AMC of hardware to be paid as annual in advance. 2. Bidder request the ATS of Software to be paid as annual in advance 3. Bidder request the ATS of Software to be paid as annual in advance	**Clause Stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
159		Terms of Payment, 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. 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.	We request Implementation Services to be paid module-wise on achievement of following milestone: 25% of SRS & signoff 25% of on Design signoff 50% on successful completion of UAT C. We request AMC/ATS to be paid annually in advance E. We request managed services to be paid monthly in arrears.	**Clause Stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
160	46 & 100 45	Part-V Payment Terms B. Software & Annexure XIX Table No.5	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. & AMC of Hardware after completion of warranty period of 3 years.	Request to clarify the period of warranty and AMC Period . Ambiguity in period may lead for wrong price quote Bidder request the Payment for Software to be made as 100% in advance	**Clause Stands as per RFP.**
161	45	Part V 13. Terms of Payment	B. Software PHASE – I (Non-financial services) PHASE – II (Financial services):-	As per terms mentioned in the section, the payments for Financial & Non-Financial services will be staggered based on the milestones achieved. But in the Commercial Bid, there is no such bifurcation of licenses for Financial & Non-Financial services. Request the Bank to clarify on how such application cost bifurcation would be calculated & achieved.	**Clause Clarified as under:** **Payment shall be made as per payment terms mentioned in the RFP.** **Bidder has to quote as per line items mentioned in the RFP.**
162	103	Annexure – XX	Commercial Bid Table 2: Software Costs for DC & DR		
163			General	Any preference for BOT Development platform?	**Bidder should provide as per the scope of work of current RFP.**
164			General	Any preference of development platform on BOT behaviour Dash Board?	**Bidder should provide as per the scope of work of current RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
165			General	Onsite Technical support: Please elaborate on the onsite technical support in terms of the number of shifts expected.	**Please refer to FM services Clause under the scope of work of this RFP.**
166			General	Request you to add "Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Bank if the Bank commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider"	**Clause stands as per RFP.**
167			General	Request you to add the same in the pre-qualification criteria considering OEMs are one and many and are not certified, which can lead to integration challanges later on, Request you to include : "OEM/ Bidder should have implemented chatbot with omni-channel including WhatsApp (chatbot on different channels like FB Messenger, Twitter, Google Assistant, Amazon Alexa) capability".	**Clause stands as per RFP.**
168			General	Considering banks, ATMs and other transaction are being done using multiple Indian languages Request you to add this clause as "OEM/ Bidder should have implemented chatbot with at least one Indian language (vernacular capability)."	**Clause stands as per RFP.**
169			General	There are multiple open source solutions available in this domain but are not certified to security needs for the BFSI sector, In order to ensure UCO bank is procuring a certified and genuine solution Request you to add "OEM should have patent/ applied patent for the technology."	**Clause stands as per RFP.**
170			General	Is there any budget that UCO Bank has in terms of total development cost allocated for this AI based Chatbot requirement?	**Bidder has to quote their commercial for as per terms & conditions of the RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
171			New Clause	"Bidder requests that a clause for Excused Performance is included in the Agreement. Proposed Clause Any failure or delay by Bidder to perform its obligations under the Agreement will be excused if the failure was caused by: (i) any act or omission of Bank or its employees, agents or contractors, including any failure or delay by Bank to perform its obligations under the Contract, (ii) a relief or Force Majeure Event (iii) the reasonable reliance by Bidder on Bank's instructions, authorizations, approvals or other information, or (iv) any act or omission of a third party not under Bidder's control. Bidder will use reasonable commercial efforts to perform the Services in such circumstances, and Bidder is entitled to additional Charges and an extension of time, that is reasonable in the circumstances, for performance of Bidder's obligations."	**Clause stands as per RFP.**
172			New Clause	Bidder Requests a new clause such that Bidder can terminate the agreement upon Non-Payment. Proposed Clause Bidder may terminate the Agreement if: a. Bank fails to pay any charges under tthe Agreement (Outstanding Charges) within 40 Business Days of the due date for payment (Outstanding Payment Date), and b. following receipt of a demand for payment of the Outstanding Charges on or after the Outstanding Payment Date, Bank fails to pay the Outstanding Charges within 5 Business Days of receipt of the demand for payment.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
173			New Clause	We request bidded invoiced to be paid with 30 days from Invoice day. Any delay in penalty will be subject to Interest @ 12% per annum. Further bidder will have right to suspend/terminate the services in case of payment remain unpaid for more 30 days beyond due date.	**Clause stands as per RFP.**
174	45	Terms of Payment, A.Hardware B.Software	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. 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.	We propose the following payment terms. 1. 90% payment to be paid within 60 days of delivery of the hardware and third party softwares 2. Rest 10% payment to be paid, post racking stacking of delivery of the hardware and third party softwares Please confirm. We request following payment term: 80% of Hardware to paid on delivery & installation of Hardware and remaining 20% on the completion of installation of Hardware.	**Clause stands as per RFP.**

Sl No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder	Bank's Response
175	45 46	Terms of Payment, A.Hardware B.Software Terms of Payment, B.Software	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. 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. Payment will be made in phases as defined in Scope of Work	Cloud based solutions should be allowed and reduce the cost of implementation and hardware requirements 1.Need clarity on this point 2. Bidder request the Payment for Hardware to be made as 100% in advance. We propose the following payment terms. 1. 50% payment to be paid upon receipt of PO 2. 25% payment to be paid on completion of UAT 3. 25% payment to be paid upon successful go-live Please confirm	**Clause stands as per RFP.**

Amendments, Addendums and Corrigendum's

ELIGIBILITY CRITERIA

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 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	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

	minimum one year as on the date of issuance of RFP.	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.	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.

Manufacturer Authorisation Form (MAF)

To,

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

Dear Sir,

Ref: RFP for Selection of Vendor for Implementation of Artificial Intelligence based Intelligent Virtual Assistant – Chatbot RFP Ref. No. DIT/BPR & BTD/OA/3574/2019-20
        Date: 27/09/2019

We …………………………………………… (Name of the Manufacturer) who are established and reputable manufacturers of ……………………………… having factories at ………,…………… and …………… do hereby authorize M/s ……………………… (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC/ATS as per terms and conditions of the RFP No ……………………………and the contract for the equipment and services offered for supply against this RFP No…………………………. By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No………………. In respect of such equipments and services. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC / ATS period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorised Signatory
(Name:
 Phone No.   Fax   E_mail   )
(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)