Request for Quotation for Supply, Implementation and Maintenance of AI Chat-bot/Virtual Assistant with Machine learning capabilities for Indian Bank.

Indian Bank invites sealed quotations for supply, installation and maintenance of AI Chat-bot/Virtual Assistant with Machine learning capabilities for Indian Bank. Part-I of the quotation will consist of technical details and Part-II will be through online reverse auction process.

Interested bidders may submit their quotation for the supply, installation and maintenance of AI Chat-bot/Virtual Assistant with Machine learning capabilities as specified in Part-I as per the following procedure. Please note that your quotation is subject to the terms and conditions mentioned below.

I. PROCEDURE FOR SUBMISSION OF QUOTATION

1) Part I contains compliance details of the specifications given in **Annexure-I** for which quotation is called for. Part I enclosed to this letter should be filled and kept in a separate envelope marked **"Technical quote for Supply, installation and Maintenance of AI Chat-bot/Virtual Assistant with Machine learning capabilities for the Bank Website- Due on 25/07/2018 at 15.00 Hours"**. No column shall be left blank or altered.

2) Part II **(Annexure–II)** price breakup details to be submitted after online reverse auction process. The price to be quoted in the online reverse auction should include cost of supplying AI Chatbot, duties, levies, freight, insurance, warranty but exclusive of GST only.

3) Part I to be submitted in original duly signed by the Authorised Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

4) Part I along with required documents should be put into (sealed) cover and addressed to,

> **THE CHIEF MANAGER,**
> **EXPENDITURE DEPARTMENT,**
> **INDIAN BANK, CORPORATE OFFICE,**
> **No. 254-260, AVVAI SHANMUGAM SALAI**
> **ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach him within the time stipulated as above (i.e 15.00 hours on **25/07/2018**).

The Technical quotations will be opened at 15:30 Hrs on **25/07/2018**.

5) Bank has the right to accept or reject any quotation/cancel the tender at its sole discretion without assigning any reason thereof.

6) Either OEM or authorized Agents (SI) on behalf of OEM can bid in a tender but not both.

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- MSEs are exempted from payment of cost of bid documents and submission of bid security.

- To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).

7) PRE-BID MEETING

a. A pre-bid meeting is scheduled to be held at the following address at 03.00 pm on 06/07/2018. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

Information Technology Department
2nd Floor, Indian Bank Head office,
66, Rajaji Salai,
Chennai – 600001

b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the **cost of bid document i.e. Rs.2,000/- (Rupees Two thousand only, non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).

c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

d. The bidder is requested to submit any queries/clarifications (format given in Annexure – XIII) to the Bank at least two days before the date of meeting to the following mail ids.

uthayakumar.p@indianbank.co.in
shanthi.sk@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

8) QUALIFICATION CRITERIA FOR THE BIDDERS

The bidder must satisfy the following minimum criteria

- The Bidder should be Limited Company and should be in existence in India for the last 3 years as on 31/03/2018. (Certificate of Incorporation to be submitted).

- The Bidder/OEM/Software Service Provider must be in business of IT solution, development and implementation for 2 years and in the business of Chatbot solution for
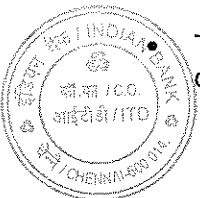
minimum one year as on the date of issuance of RFP. (Relevant Certificates to be provided by the bidder).

- The Bidder should be a Net profit earning organization with positive net worth for the last three financial years of the bidder(Audited Annual Reports, Balance Sheet, Profit & Loss statements to be provided by the Bidder).

- The annual turnover of the Bidder should be more than Rs. 1 crore during each of last three financial years of the bidder(Copy of Audited balance sheet to be submitted).

- The Bidder should have developed and implemented successfully Chatbot solution in at least one BFSI (Banking, Financial Services and Insurance) company or any Reputed Organization. (Satisfactory Letter should be submitted given in **Annexure -XV**).

- The Bidder must not be blacklisted currently by any Government Dept / PSU / Bank in India.

9) BID SECURITY (EARNEST MONEY DEPOSIT) AND COST OF BID DOCUMENT

The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) and valid for 135 days from the last date for submission of Bid, in the format specified in the bid document **(Annexure-IV)** along with Part-I. Bank may seek extension of Bank Guarantee, if required.

Cost of Bid Document Rs. 2,000/-(Rupees Two Thousand only) to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting.

10) WARRANTY

a) The Service Provider has to provide 24*7*365 maintenance support from the date of go live for a period of 3 years.
b) Upon receiving of such notice, the Service Provider shall repair or rectify the issue raised by the Purchaser within reasonable period, without cost to the Purchaser.
c) If the Service Provider, having been notified, fails to remedy the issue(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Service Provider under the Contract as per the SLA.

12) BID AND PROPOSAL OWNERSHIP

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, interalia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

13) BID PRICING INFORMATION

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting

competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

14) LIABILITIES OF BANK

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

II. EVALUATION PROCESS

The Bank will evaluate the technical bids received in response to the RFP as below:

Bidders will be evaluated against the eligibility criteria mentioned in Point (9). The bidder has to comply with all the eligibility criteria without fail. The bid will be evaluated as per the Evaluation Matrix given below. Further, the bidder needs to provide necessary details/documents for scoring against the maximum marks mentioned below.

Evaluation Matrix: -

		Max Marks	Minimum Marks to be scored	Marks Obtained	Remarks if any
1.	AI Chatbot (with machine learning capabilities) Implementation Experience in Public Sector or Private Banks /BFSI /NBFC / Reputed Organizations **a)** Implemented in 2 or more Public Sector/ Private sector Bank/NBFC/BFSI **[30 marks]** **b)** Implemented in 1 Public Sector/ Private sector Bank/NBFC/BFSI and 2 or more in any Reputed Organization)**[25 marks]** **c))** Implemented in 1 Public Sector/ Private sector Bank/NBFC/BFSI and 1 in any Reputed Organization) **[20 marks]** **d)** Implemented in 2 or more Reputed Organization **[15 marks]** **e)** Implemented in 1 Reputed Organization **[10 marks]**	30	--		
2	Capability of Chatbot Solution Offered [1 Marks for every item as mentioned in Part-I]	40	38 (95% marks)		
3	Presentation submitted by the bidders covering product features, support, infrastructure, implementation and maintenance strategy, company's financial and project management capabilities etc.	10			
4	The bidder shall conduct Technical Presentation, Demonstration and Proof	10			

	of Concept (**POC****) for qualifying the technical requirements specified by the bank.	5				
5	Scalability of solution to integrate in multiple channels	10				
	Total	**100**	**100 (75% marks)**			

Detailed breakup of the above list is available in the PART-I

The bidder has to provide compliance for eligibility criteria under Point(9), and has to score a minimum of 95% marks for specification enlisted in PART-I and 75% overall marks will be required for qualifying for Reverse Auction.

**   Any expenses incurred as part of the Presentation, Demonstration and Proof of Concept (POC) shall be   incurred by the bidder. POC will be integral part of Technical Evaluation.

III. DELIVERY LOCATION AND DELIVERABLES

The Chatbot solution should be installed in Indian Bank website(indianbank.in)

Successful bidder to submit the following deliverables:

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

IV. LIQUIDATED DAMAGES AND SCHEDULE OF DELIVERY

For implementation of the project, the successful bidder has to necessarily comply with Time Schedule for the following activities:

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Activity	Timeline for completion	Liquidated Damages
SRS (System Requirement Specification) Sign-Off for Chatbot to be developed by bidder as per requirements mentioned in Part-I	10 days	The total time to complete the entire activities is two months from the date of accepting the purchase order by the successful bidder. Any delay in completing any or all will attract penalty at the rate of Rs.1,000/- (Rupees One Thousand Only) per day after two months from the date of accepting the purchase order
Development of Chatbot	30 days	
Installation, configuration, integration and customization of ChatBot for UAT	5 days	
On UAT signoff of proposed ChatBot Solution	10 days	
Go Live	5 days	

V. PAYMENT TERMS

The terms of payment will be as follows:

* No advance payment against purchase order.
* Payment of one time implementation cost will be made on the following basis:

| Sr No.	Milestone	Payment
1.	On UAT signoff of proposed ChatBot Solution	20%
2.	Go Live	40%
3.	After 3 months of Successful Go live Setup and Go Live in DR Site	40%
	Total	100%

VI. PENALTY FOR DOWNTIME

Severity Description for ChatBot Solution developed by the bidder will be classified in following three categories:

Severity 1: Fault/bugs which prevent the access to Chabot which is exclusively dependent on functioning of this application/software.

Severity 2: The issue is severe in nature but services are available with restricted operations and some manageable workarounds.

Severity 3: Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.

The Bidder shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this tender while providing the service support and onsite support. Omni-platform response by ChatBot for customers is available on 24x7 basis and hence any technical problem should be resolved as per the response Time Matrix given below:
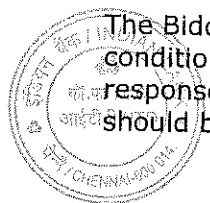
Issue Classification	Contract Period	
	Response Time	**Resolution Time**
Severity 1	1 hours	6 hours
Severity 2	2 hours	8 hours
Severity 3	4 hours	12 hours

A penalty of Rs. 500/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at the 10% cost of the contract.

VII. CONTRACT PERIOD

The contract period will commence from the date of acceptance of the Purchase order and will be valid upto a period of Three years from the date of go live. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

VIII. PERFORMANCE GUARANTEE

Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Purchaser the Performance Guarantee **(Annexure-IX)** equivalent to 10% of total purchase order value (exclusive of taxes) in the form of a Bank Guarantee, valid for 39 months with further one month claim period.

The performance guarantee submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure in completing their obligations under the Contract.

The Performance guarantee will be discharged by the Purchaser and returned to the successful bidder after expiry of claim period.

IX. NEGOTIATION

Bank reserves the right to negotiate on the price offered with the L1 vendor under exceptional circumstances.

X. MANUALS

Relevant manuals should be provided for convenient. i.e. User manual, Operations Manual, System manual, Maintenance Manual, Technical Manuals. Statutory licenses are to be provided to the bank, wherever applicable at no additional cost.

XI. INDEMNITY CLAUSE

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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XII. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

XIII. TERMINATION FOR CONVENIENCE

The Bank, by 30 days written notice sent to the successful bidder, 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 the successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

XIV. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Successful bidder, may terminate this contract in whole or in part:

a) if the successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the contract, or within any extension thereof granted by the Bank; or

b) if the successful bidder fails to perform any other obligation(s) under the contract

c) If the successful bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

XV. SETTLEMENT OF DISPUTES

1. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

   Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

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

a) In case of dispute or difference arising between the Bank and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment shall be final and binding on the parties.

b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Supplier and the Bank, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

4. Notwithstanding any reference to arbitration herein,

a) The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

b) The Bank shall pay the supplier any monies due to the supplier

5. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/ other legal recourse.

XVI. JURISDICTION

Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

XVII. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period of 90 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

XVIII. RIGHT TO AUDIT

Bank has the right to conduct audits, by serving advance reasonable written notice, on the Successful bidder whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the successful bidder in conjunction with the services performed for the bank restricted to two per year. The Successful bidder should allow the Reserve Bank of India (RBI) or persons authorized by it to access the Bank's documents and other necessary information given to, stored or processed by the Successful bidder within a reasonable time. The Successful bidder should permit RBI to cause an inspection to be made of and its books and account by one or more of its officers or employees or other persons subject to reasonable written notice provided to Successful bidder.

XIX. IT ACT 2000

The equipments to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

XX. LIMITATION OF LIABILITY

Supplier'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) The Infringement indemnity.
b) Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence.
c) For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project. Due to any wrong coding / breach of system / bugs in customization/configuration / development /testing & lapses in support, the selected bidder is liable to pay the financial losses incurred to the Bank.

Note: Notwithstanding anything said above, the Indian Bank reserves the right to reject/award the contract to any vendor or cancel the entire process without assigning reasons thereto.

XXI. FORCE MAJEURE

a) Force Majeure is herein defined as any cause, which is beyond the control of the selected successful bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract.
b) There shall be no liability or responsibility, on the part of both bank and the Bidder for consequences arising out of interruption of the business due to acts of God, riots, civil commotion, insurrections, wars or any other causes beyond their control or by any strikes or lock outs.
c) Any such interruption due to Force Majeure should be informed by the Bidder to bank in writing within two days of such event.

XXII. ACCEPTANCE OF PURCHASE ORDER AND CONTRACT FORM

Purchase Order will be placed with qualified L1 (lowest quoted) bidder. Duplicate of the purchase order shall be returned within seven days of receipt of the order, duly signed by Authorized Signatory, for having accepted the terms and conditions of the order. Copy of

power of attorney should be enclosed. Within Seven (7) days of issue of Purchase order, the successful bidder shall sign the Contract **(Annexure-III)** and return it to the Bank.

XXIII. CONFIDENTIALITY

The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. Service Provider has to enter into Non-disclosure agreement (as per format enclosed) with the Bank. Besides the Service Provider, the employees/representatives of the Bidder who are responsible for the implementation of the project are also required to enter into a Non-disclosure Agreement (as per the NDA format prescribed by the Bank for functionaries) in their personal capacity.

XXIV. AMENDMENT OF BIDDING DOCUMENTS

a) At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), may modify the bidding document by amendment(s).
b) All prospective bidders will be communicated of the details of amendments and clarifications through e-mail ID provided by them. Signed copy of the amended document should form part of the Technical Bid.

XXV. AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

XXVI. AWARDING OF CONTRACT

Acceptance of purchase order should be submitted within 7 days of purchase order along-with authorisation letter.
If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

XXVII. EVALUATION CRITERIA

1. General Evaluation
a) The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
b) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation. Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is

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one which conforms to all the terms and conditions of the bid documents without material deviations.

2. Technical Evaluation

a) The Bids will be evaluated against the qualification criteria as mentioned in Section V of this RFP, proof of the same has to be submitted.
b) The software offered and hardware recommended should meet all the technical and functional specifications as stipulated in the bid.
c) The bidders who qualify the Qualification criteria will be invited to make presentation of the proposed solution at our Corporate Office/ Head Office Chennai.
d) The Deployment of AI Chatbot in Bank Website will be evaluated against the Evaluation Matrix as per PART-I. The bidder has to score a minimum of 95% marks under Technical Specifications (Annexure I) to be eligible for consideration under Evaluation Matrix and only those bidder(s) who shall score 75% or above under Evaluation Matrix shall qualify for Reverse Auction.

3. Commercial Evaluation

a) Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract.
b) The comparison of prices among the vendors shall be between the total price quoted for delivery, installation, implementation, etc. inclusive of all duties, levies, freight, insurance, warranty/ AMC/ATS, Cost of Software Licenses etc. and exclusive of all applicable taxes.

XXVIII. LICENSES

The Service Provider has to provide necessary perpetual enterprise licenses for unlimited usage for software supplied by the Service Provider for Primary & DR Site setup and a Development & Testing Server in the bank's name. The Service Provider has to quote for all software license requirements for Primary (including Development and testing setup) and DR implementation in their commercial Bid. The licensing policy of the solution supplied must be provided to support the licensing model & actual licenses supplied to the Bank.

XXIX. ARBITRATION

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Chennai, India only.

XXX. MONITORING & AUDIT

Compliance with security best practices will be monitored by periodic functional audit/ computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures and program change controls. The Service Provider must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The Service Provider has to remedy all discrepancies observed by the auditors during VAPT at no additional cost to the bank.

XXXI. USER ACCEPTANCE TEST OF SOFTWARE

The Bank shall conduct User Acceptance Test (UAT) for the Bank Website to ensure that all the functional requirements are available & functioning as per Terms and Technical specifications of RFP. It will be the bidder's responsibility to create the testing environment, test plan and share possible test cases for the Bank's users for testing the product features and the bidder will be required to assist the Bank in the entire testing phase. The BANK will accept the developed/ customized Website only after implementation of the same with successful conduct of acceptance testing by its users. Software development will be considered to be accepted only after the BANK issues an acceptance letter to the Service Provider. New Developed Software may be audited for risk analysis and security features by Bank's IS Audit team or a third party appointed by the BANK, if so desired by the BANK. Support is to be provided for fixing such findings. Certification of code review to be provided by Service Provider.

XXXII. DISASTER RECOVERY SITE

The Service Provider is required to establish the Disaster Recovery (DR) setup for the proposed solution at Chennai. DR setup will be mirror image of the Primary setup.

XXXIII. OTHER TERMS AND CONDITIONS

a) Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.

b) Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter

c) Each bid should specify only a single solution which should meet the tender specifications and should not include/suggest any alternatives.

d) The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad as applicable.

e) To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.

f) In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

g) The bidder shall submit a non-disclosure agreement on behalf of the bidder and individual capacity of all the persons contracted.
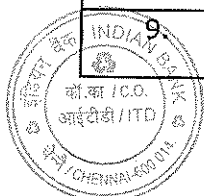
PART-I

TECHNICAL DETAILS

There are 40 specification required are classified / listed below. Against each of the features the maximum mark has been provided. The response to the product feature will be evaluated as per the matrix below. Against each feature, please indicate one of the following. Marks will be awarded for the responses to the features as follows:

Complied – 1 Mark
Not Complied - 0 Mark

All the description required as part of this document should be completed before the respective UAT phases and go live within four months. The total marks obtained under would be added to the total marks obtained in **Evaluation Process** of **Part II.**

TECHNICAL SPECIFICATION OF AI CHATBOT WITH MACHINE LEARNING CAPABILITY

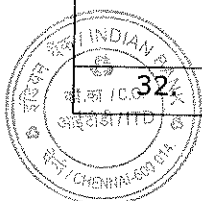| Sr.No.	Specification	Complied (Yes/No)	Remarks
1.	Bidder to ensure the ChatBot solution for B2C model, capable of handling all the queries related to every products and services of the Bank.		
2.	Bot should be able to interact with the user and respond to queries backed with Artificial Intelligence and Natural Language Processing (based on text structure and semantics analytics) capabilities with continuous improvement by learning from regular sessions to identify user's input and respond accordingly. Initial launch, bot should support Hindi and English and should be easily scalable to accommodate regional languages.		
3.	Chatbot should be able to provide predictive text recommendations.		
4.	Bot must have the support to provide response using interactive rich media templates.		
5.	Capability to integrate with Live customer care support for queries which cannot be answered by BOT. Interface and integration to be done by vendor.		
6.	If the customer is using the Chatbot for second time, he/she should be greeted with first name		
7.	Chatbot should carry forward same intent unless confirmed with the user.		
8.	Lead Generation: Bot should be able to generate leads, assign call support executive for follow up. Should be able to show basic calculations like "Eligible loan amount (from annual income)", EMI etc. upon getting required inputs from user.		
9.	Bot should have social media integration capabilities.		

Sr.No.	Specification	Complied (Yes/No)	Remarks
10.	Increase user engagement through Customer Feedbacks, Push Notifications, News and Announcements.		
11.	Based on the previous interactive data with the user, the Chat bot should be able to personalize with the emotional understanding and predictive analysis of the customer. e.g., a user may have raised a complaint in the previous conversation with regard to service. The Chat bot, after fetching the previous data, should share the status and request for user feedback. In case the customer is not satisfied, the Chat bot may transfer the conversation to the next level.		
12.	User On-boarding to help and guide non-users to get on-boarded for different products. Increase frequency of usage for products by pushing offers and other promotional activities on different products.		
13.	Chatbot should include Branch search facility using address, pincode, IFSC etc. Should be able to locating nearby branches using geo-location.		
14.	Chatbot should give information about all loan products available, check eligibility from customer input, give information on required documents and interest rates, suggest insurance products, check eligibility for Credit Card etc.		
15.	BOT should be able to promote offers / events to customers according to geo-location.		
16.	Chatbot should provide provision for calculating eligible Loan amount, calculating EMIs, Repayments and Interests etc.		
17.	Once integration to customer service is completed chat bot solution should be able to identify a frustrated customer and should be able to transfer the chat to a live agent seamlessly.		
18.	The vendor should be able to provide the information on various levels the type of user interacting with regards to the demographic profile of the customer. The Chat bot solution should provide different levels of filters criteria for generation of reports and dashboards based on the interactive queries, channels and products. The solution should be capable of handling all questions and access to all the conversations based on search text in reports. Solution should provide the real-time dashboard to help in generating industry-specific actionable insights for brand management, reputation management, customer satisfaction assessment, and so forth. Solution should be capable of providing reports in different formats such as word, excel, CSV, instantaneously. The solution should provide various filters, criteria for		

Sr.No.	Specification	Complied (Yes/No)	Remarks
	generation of report/dashboard based on the channels and products.		
19.	Platform must support integrations using web hooks, REST APIs, Web Services, ESB-integration, MQ and custom adapters using the hybrid SDK. Integration to banking API's to be done at no additional cost.		
20.	Solution should be scalable to multiple channel's viz. helpdesk, robot etc. and should be able to integrate with applications like sap, CRM solution etc.		
21.	Bidder should comply with all the guidelines issued by RBI/IBA/Govt of India and any other regulatory authority issued from time to time, without additional cost.		
22.	Administrators should be able to add/update/delete the query and response on the basis of the conversation analysis between Bot and customer.		
23.	The Chatbot solution should be able to capture customer information and relevant data as applicable/required by the bank for data analysis which can be used in targeted marketing & product cross selling.		
24.	Provide tools and utilities for the Chatbot and implement the same in production, development and test environments.		
25.	There should be identifiable components for building and accustoming, testing, releasing and controlling processes. There should be the ability to schedule processes and runtime resources.		
26.	Provide documentation and user manual for the product, processes, tools and utilities.		
27.	Provide patches, updates and upgrades during the AMC period and implement the same		
28.	Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the bank from time to time.		
29.	The Solution should focus on operational efficiency, quality and cost efficiency with continuous improvement by learning from regular sessions		
30.	The bidder is responsible for setting up the Production, UAT (User Acceptance Test) and DR Environments.		
31.	The Bidder will be responsible for creating and managing environments for Integration testing and UAT (User Acceptance Testing). Aforementioned will entail setting up of two environments namely a Staging Environment and a Live Production Environment alongside establishing DR environment.		
32.	The solution should adhere to the security policies		

Sr.No.	Specification	Complied (Yes/No)	Remarks
	set up by the Bank.		
33.	The Solution for enhanced add-on services to be upgraded time to time as per industry standard.		
34.	The service provider will not disclose or use any information and data generated during Chatbot sessions such as user details, queries, responses, statistical data, and so forth, with any third party.		
35.	Bidder shall provide a dedicated Project Manager for development. Post deployment bidder should provide 24 X 7 X 365 monitoring / proactive monitoring, technical and functional support team with skilled man power for support, monitoring and operations.		
36.	The bidder shall conduct Technical Presentation, Demonstration and Proof of Concept (POC) for qualifying the technical requirements specified by the bank		
37.	ChatBot solution 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 and it should suggest and promote the same to all the relevant customers.		
38.	Bidder to ensure average Conversation Response time of 0.5 seconds with Chatbot uptime of 99.95 %		
39.	Bidder to submit the source code of the Chatbot after successfully implementation and also for every update.		
40.	Solution should provide the facility to register the Customer complaints, integrate with SPGRS (Standardized Public Grievances Redressal System) of Bank.		

Ref: CO:ITD:120/R1:2018-19

Date:28/06/2018

ANNEXURE - II

Part II (to be submitted after online reverse auction)

PRICE BREAKUP TO BE SUBMITTED BY THE SERVICE PROVIDER AFTER ONLINE REVERSE AUCTION)

Date:

The Assistant General Manager
CO: Information Technology Department
Indian Bank, Head Office
66, Rajaji Salai,
Chennai 600 001.

Dear Sirs,

Sub: Supply, Implementation and Maintenance of AI Chatbot for Indian Bank

Ref: Bid Document No. CO:ITD:120/R1:2018-19 dated 28.06.2018.

Further to online reverse auction conducted on _____, we submit hereunder the price breakup details of Servers as per the specifications.

Price Schedule

Cost of Supply, Implementation, Deployment and Maintenance — AI Chatbot for Indian Bank (at Primary Site and DR site)

S. No.	Item	Amount(in Rupees)
1	Implementation Charges (installation, configuration, Customization, Training, Interface(s), Testing, Acceptance, Data Migration etc.)	
2	Maintenance Charges for 1st year from the day of Go live of the AI Chatbot	
3	Maintenance Charges for 2nd year from the day of Go live of the AI Chatbot	
4	Maintenance Charges for 3rd year from the day of Go live of the AI Chatbot	
5	Any other cost, Please specify	
	Total	

Total Cost of Ownership (TCO) =
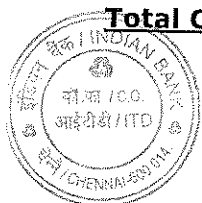
PRICE STATEMENT

Total Cost of Ownership (TCO) for AI Chatbot solution for the entire contract period (inclusive of all duties, levies, freight, insurance, warranty/AMC/ATS, Cost of Software Licences etc. and exclusive of all applicable taxes. Octroi/Entry Tax if any, will be reimbursed on submission of original receipts.) is Rs. _____ (in figures) Rupees _____ (in words)

We submit that we shall abide by the details given above and the conditions given in your above tender.

                                                    For

Office Seal   (Authorized Signatory)
Place: Name:
Date: Designation:
                                                   Mobile No:
Business Address: Telephone No:

इंडियन बैंक
Indian Bank

Corporate Office: Information Technology Department
66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:120/R1:2018-19

Date:28/06/2018

ANNEXURE – III

CONTRACT FORM

THIS AGREEMENT made on the ....day of................................, ... Between Indian Bank (hereinafter "the Purchaser") of the one part and.................... *(Name of Supplier)* of....................... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,................................... *(Brief Description of Goods and Services) and* has accepted a bid by the Supplier for the supply of those goods and services in the sum of........................... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a)   the Price Schedule submitted by the Bidder;
   (b)   the Technical Specifications;
   (c)   the Conditions of RFQ;
   (d)   the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

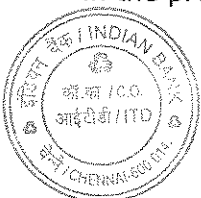| SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED (No)	UNIT PRICE (RS.)	TOTAL PRICE (RS.)

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ....(For Indian Bank)

Signed, Sealed and Delivered by the said .... (For the Supplier)

in the presence of:.........................

in the presence of:.....................

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इंडियन बैंक
Indian Bank

Corporate Office: Information Technology Department
66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:120/R1:2018-19   Date:28/06/2018

ANNEXURE - IV

BID SECURITY FORM

Whereas......................... *(Hereinafter called "the Bidder")* who intends to submit its bid dated.................... *(date of submission of bid)* for the supply of .... *(name and/or description of the goods)* (Hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that We.................... *(name of bank)* of .... *(name of country)*, having our registered office at .... *(address of bank)* (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this _____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder

   (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

   (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

   (a)   fails or refuses to execute the Contract Form if required; or

   (b)   fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
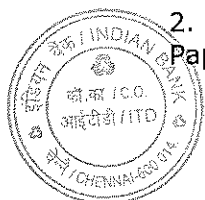
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE:

   1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before   submission of the bank guarantee.

   2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

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इंडियन बैंक
Indian Bank

Corporate Office: Information Technology Department
66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:120/R1:2018-19

Date:28/06/2018

ANNEXURE - V

BID FORM

(Bidders are required to furnish the Form of Bid)

Date: _____

To,

Indian Bank
Head Office,
Information Technology Department
66, Rajai Salai,
Chennai 600 001, India.

Sub:Supply, Implementation And Maintenance Of AI Chatbot for Indian Bank

Ref: Bid Document No. CO:ITD:120/R1:2018-19 dated 28.06.2018.

Having examined the Bidding Documents including Agenda Nos............... (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Development, Implementation And Maintenance Of AI Chatbot for Indian Bank, in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods and services in accordance with the Project Timeline and Schedule of delivery specified in the Scope of the Project.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake to Supply, Implement, Deploy and maintain AI Chatbot solution for the Bank.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

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We hereby certify that, we have not been black listed by any Government Dept/ PSU/ Banks currently.

Dated this ....day of .... 201....................

....   Signature

....
(In the Capacity of)

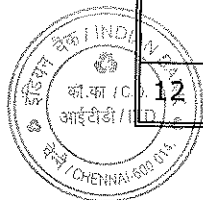Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) ....
....

Mobile:

Email

BIDDER'S PROFILE FORM

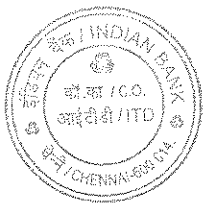| S.No.	Particulars	To be furnished by the Bidder
1	Name and address of the Bidder	
2	Year of establishment	
3	Constitution of the bidder	
4	Telephone Number	
5	Fax Number	
6	E-mail ID	
7	Name and designation of the personnel **authorized to submit bids** on behalf of the Bidder and can make commitments to the Bank (Copy of Power of Attorney / resolution authorizing the official for signing the Bid to be submitted)	
8	His/Her telephone number Mobile number e-mail address	
9	Name and designation of the personnel **authorized to take decisions** on behalf of the Bidder and can make commitments to the Bank	
10	Telephone number Mobile number e-mail address	
11	Name and designation of the personnel **authorized to enter into contract** on behalf of the Bidder and can make commitments to the Bank (Copy of Power of Attorney / resolution authorizing the official for signing the contract to be submitted)	
12	His/Her telephone number	

		Mobile number	
		e-mail address	
13		Profile of key personnel involved in the Project (domain specific and others) with their CVs (Information in respect of skill and expertise specifying technical and banking knowledge/solutions should be mentioned)	
		Service/support for similar project assignment by the personnel Track record	
14		Details of **AI Chatbot** implemented in Scheduled commercial bank/ insurance company certified by IRDAI/ Non - Banking Financial Company by OEM:	
		Name of the Bank/Institution	
		Location of Head Office	
		No. of branches/sites under coverage	
		Specific area of involvement	
		Functionalities implemented	
		Start Date of the Project	
		Date of go live	
		Present Status of the Project	
16		Present **AI Chatbot** projects on hand:	
		Name of the Bank/Institution	
		Location of Head Office	
		No. of branches/sites under coverage	
		Specific area of involvement	
		Functionalities implemented	
		Start Date of the Project	
		Present Status of the Project	
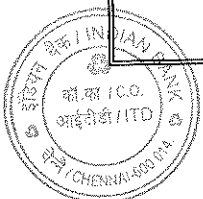
Ref: CO:ITD:120/R1:2018-19

Date:28/06/2018

17	Details of the Team proposed (along with their previous experience in AI Chatbot development/ implementation/ deployment/ operations) for proposed AI Chatbot Solution for Indian Bank	
18	Details of Tender Fee submitted	
19	Details of EMD submitted	
20	Turnover for the year 2014-15 (Rs Crores)	
21	Turnover for the year 2015-16 (Rs Crores)	
22	Turnover for the year 2016-17 (Rs Crores)	

(in case of any proof which is not identifiable, the decision of the Bank would be considered final and binding upon the bidders)

इंडियन बैंक
Indian Bank

Corporate Office: Information Technology Department
66, Rajaji Salai, Chennai 600 001

Ref: **CO:ITD:120/R1:2018-19**

Date:**28/06/2018**

ANNEXURE - VII

SELF DECLARATION – BLACKLISTING

To,

The Assistant General Manager
Information Technology Department
Indian Bank, Head Office
66, Rajaji Salai
Chennai- 600 001, India.

Sub: Supply, Implementation And Maintenance Of AI Chatbot for Indian Bank

Ref: Bid Document No. CO:ITD:120/R1:2018-19 dated 28.06.2018.

Dear Sir,

We hereby certify that, we have not been blacklisted by any Government Dept. / PSU / Banks

currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE - VIII

COVERING LETTER

Ref. No:

To,
Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sir/Madam,

Ref: Indian Bank Tender No CO:ITD:120/R1:2018-19 dated 28.06.2018 (Supply, Implementation And Maintenance Of AI Chatbot for Indian Bank)

Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the equipments and services including installations and commissioning in conformity with the said RFP.

We undertake, if our bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in schedule of requirement.

We confirm and acknowledge having received the following amendments/clarifications to the bid document:

Amendments/Clarifications No.	Dated

We agree to abide by this bid for the period of 120 days from the date of technical bid submission.
We understand that Indian Bank is not bound to accept the offer and that Indian Bank has the right to reject the offer without assigning any reasons whatsoever.

Until the Service Provider is identified, this bid shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Dated this _____ day of _____ 20__.

(Signature) (In the Capacity of)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder) _____

Ref: CO:ITD:120/R1:2018-19   **Date:28/06/2018**

ANNEXURE - IX

PERFORMANCE SECURITY FORM

Bank Guarantee No.   Date   :

To :

INDIAN BANK, CHENNAI, INDIA.

WHEREAS .... (Name of Service Provider) hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No................ dated,...........to supply and maintain ....(Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of .... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ....day of...................201.....

Signature of Authorised Official with Seal
....

Date..201..

Address:...
....

NOTE:

1. Service Provider should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

3.Please note that guarantee to be valid for 42 months and claim period is 1 month as per Clause 4 of Section III(Performance Security) of condition of contract.
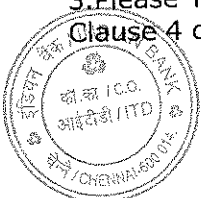
Ref: CO:ITD:120/R1:2018-19

Date:28/06/2018

ANNEXURE - X

PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER COMPLETION OF IMPLEMENTATION EACH PHASE OF PROJECT

Date:

Sub: Certificate of COMPLETION OF SUPPLY/IMPLEMENTATION/MAINTENANCE OF THE AI Chatbot for WEBSITE.

Ref: Purchase Order No.

1.   This is to certify that the phase____ as detailed below has/have been implemented successfully covering delivery of all the deliverables for the phase (subject to remarks in Para No. 2). The same has been installed and commissioned.

    (a)   Contract No._____ dated _____
    (b)   Description of the phase _____
    (c)   Deliverables in the phase _____
    (d)   Date of Initiation of Phase_____
    (e)   Date of commissioning and proving test _____

2.   Details of deliverables not yet supplied and recoveries to be made on that account:

    S.No.   Description   Amount to be recovered

3.   The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4.   The Service Provider has fulfilled its contractual obligations satisfactorily for phase ____ of the project*

or

        The Service Provider has failed to fulfil its contractual obligations with regard to the following:
    (a)
    (b)
    Signature_____

    Name   _____

    Designation with date and stamp _____

*Explanatory notes for filling up the certificates:

(a)   The Service Provider has adhered to the time schedule specified for the phase in the contract in despatching the documents pursuant to Technical Specifications.

(b)   The Service Provider has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.

(c)   In the event of documents having not been supplied or installation and commissioning of the phase have been delayed on account of the Service Provider, the extent of delay should always be mentioned.

ANNEXURE - XI

NON DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 20___.

BETWEEN

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART;**

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014 (hereinafter referred to as "IB" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties has established a business relationship and in course of the business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").
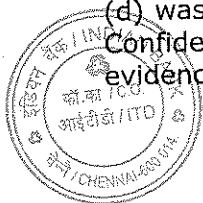
NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information:

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

(a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,

(b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,

(c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or

(d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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इंडियन बैंक
Indian Bank

Corporate Office: Information Technology Department
66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:120/R1:2018-19

Date:28/06/2018

3. Use of Confidential Information.

i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

ii. The --- shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.

iii. The --- shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

4. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term:

This Agreement shall be effective from the date hereof and shall continue during the terms of the business relationship and/or after the expiration/termination of business relationship. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing

Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title and Proprietary Rights:
Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information:
Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:
The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

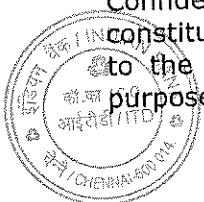## 8. Entire Agreement, Amendment, Assignment:
This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law and Jurisdiction:
The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

10. General:
The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

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इंडियन बैंक
Indian Bank

Corporate Office: Information Technology Department
66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:120/R1:2018-19

Date:28/06/2018

11. Indemnity:

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

_____

Name of Authorized signatory:
Designation:

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ANNEXURE - XII

DECLARATION TO BE SUBMITTED BY THE BIDDER ON CONFIDENTIALITY

Note: The bidder has to submit the following declaration as part of Service level agreement (in their letter head).

RFP: Reference No.

Date:

To,

Assistant General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Sub: Supply, Implementation and Maintenance Of AI Chatbot for Indian Bank

Ref: Bid Document No. CO:ITD:120/R1:2018-19 dated 28.06.2018.

Dear Sir/Madam,

As part of the agreement under the above reference, We hereby agree that:

1) RBI or persons authorized by it shall access the records of Bank and M/s .... (Service Provider) related to the agreement referred above and cause inspection.

2) We (Service Provider) shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.

3) We (Service Provider) shall obtain prior approval of the bank for use of sub-contractors for outsourced activity etc. Prior approval of the bank shall be obtained for any change proposed in any sub-contractors.

4) We (Service Provider) shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.
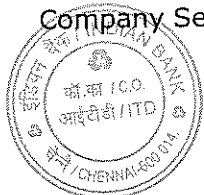
Yours faithfully,

(Signature)
Name of Authorized Signatory:
Designation:
Date
Company Seal

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Ref: CO:ITD:120/R1:2018-19   Date:28/06/2018

ANNEXURE - XIII

FORMAT FOR PRE-BID QUERIES

Sl No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested

ANNEXURE - XIV

ACCEPTANCE LETTER TO BE GIVEN BY BIDDER

To,

Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Sub: Acceptance of the Terms and Conditions and Confirmation of the Offer.

Ref: Indian Bank Tender No CO:ITD:120/R1:2018-19 dated 28.06.2018. (Supply, Implementation And Maintenance Of AI Chatbot for Indian Bank)

Dear Sir/Madam,

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Indian Bank has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted; bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders for developing and deploying website solution.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.
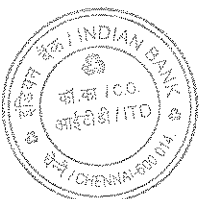
We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:

Date: Seal & Signature of the Bidder

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Ref: CO:ITD:120/R1:2018-19   **Date:28/06/2018**

ANNEXURE - XV

FORMAT FOR LETTER FROM INSTITUTION WHERE THE AI CHATBOT SOLUTION HAS BEEN DEVELOPED/IMPLEMENTED

Ref. No:

To,
Assistant General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Sub: Supply, Implementation And Maintenance Of AI Chatbot for Indian Bank.

Ref: Indian Bank Tender No CO:ITD:120/R1:2018-19 dated 28.06.2018.

Dear Sir/Madam,

This is to certify that M/s ……………………………………….. has developed, implemented and deployed the Chatbot Solution with the name ………………………………… in…………………………………Bank/Organization/Nonbank/Private Bank satisfactorily and the same is currently in use. The implementation of the solution started on ……………………… And completed on …………………………… / Under process.

(Authorized Signatory)

Name of the official:

Name & Address of Bank: _____