



**REQUEST FOR PROPOSAL**  
**FOR**  
**SUPPLY, INSTALLATION,**  
**COMMISSIONING, INTEGRATION,**  
**OPERATION AND MAINTENANCE**  
**OF**  
**POS TERMINALS (ON RENTAL BASIS) WITH**  
**INTEGRATED PAYMENT AGGREGATOR**  
**SERVICES**  
**FOR**  
**REPCO BANK**

**RFP No: RFP/09/PPD/2026-27**

**Date: 27.07.2026**

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## **PART -I**

### **1. Invitation to Bid:**

- REPCO Bank is a Government of India Enterprise, functioning with 108 Branches across the Southern States of India.
- In order to meet the digital payment collection solution requirement, the bank proposes to invite tenders from eligible vendors to undertake supply, installation, commissioning, integration, operation and maintenance of POS terminals (on rental basis) with integrated payment aggregator services as per details/scope of work mentioned in **Annexure – B and Appendix - 01** of this RFP document.
- Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Annexure - D** of this RFP and willing to provide the goods and services as required in this bidding document. Interested bidders who agree to all the terms and conditions contained in this document may submit their bids with the information desired in this bidding document (Request for Proposal).
- Address for submission of bids, contact details are given in **Part - II** Schedule of Events of this RFP document.
- The purpose of the bank behind this RFP is to seek a detailed technical and commercial proposal for supply, installation, commissioning, integration, operation and maintenance of POS terminals (on rental basis) with integrated payment aggregator services desired in this document. The proposed infrastructure must integrate with the bank's existing infrastructure seamlessly.
- This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- This document shall be downloaded from the bank's website <https://www.repcobank.com/>
- The application fee of ₹ 2,000/- (non-refundable) + 18% GST in the form of a Demand Draft/Banker's cheque in favour of REPCO Bank Ltd, payable at Chennai shall be attached with the application at the time of submission of bidding document to the Bank.
- Any bid not accompanied by application fee will be rejected as non-responsive.
- Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders desirous of taking up the project for supply of proposed product and services for the bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the bank's discretion. This RFP seeks proposal from bidders who have the necessary experience, capability and expertise to provide

the bank with IT Infrastructure and services adhering to the bank's requirements detailed in this RFP.

## 2. Disclaimer:

- The information contained in this RFP document or information provided subsequently to bidder(s) whether verbally or in documentary form/email by or on behalf of the bank, is subject to the terms and conditions set out in this RFP document.
- This RFP is not an offer by the bank, but an invitation to receive responses from the eligible bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of the bank with the selected bidder.
- The purpose of this RFP is to provide the bidder(s) with information to assist preparation of their bid proposals. The bank may in its absolute discretion update, amend or supplement the information in this RFP.
- REPCO Bank, its employees and advisers make no representation or warranty and shall have no liability to any person, including any applicant or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- REPCO Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any bidder upon the statements contained in this RFP.
- The issue of this RFP does not imply that the bank is bound to select a bidder or to appoint the selected bidder for the Project and the bank reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.
- Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding document in all respects will be at the bidder's risk and may result in rejection of the bid.

## 3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- **'The bank'** means REPCO Bank.

- **‘Committee’** means a committee formed by the Bank for the purpose of evaluating Technical and Commercial Bid
- **“Bidder”** means an eligible entity/firm (i.e. Juristic Person) submitting the bid in response to this RFP.
- **“Bid”** means the written reply or submission of response to this RFP.
- **“The Contract”** means the agreement entered into between the bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- **“Vendor/Service Provider/System Integrator”** is the successful bidder found eligible as per eligibility criteria set out in this RFP, whose technical and commercial bid has been accepted and who has emerged as L1 bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the bank.
- **“The Contract Price/Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- **“The Services”** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- **“The Project”** means supply, installation, commissioning, integration, operation, maintenance, and comprehensive support services for POS terminals supplied on rental basis, along with integrated payment aggregator services, including repair/replacement of terminals during the contract period.
- **“The Project Site”** means locations where supply and services as desired in this RFP document are to be provided.
- **“Payment Aggregator”** means an entity authorized by Reserve Bank of India or operating through a valid regulated arrangement, which enables acceptance, processing, routing, authorization, reconciliation, and settlement of digital payment transactions originating from POS terminals through card networks, National Payments Corporation of India systems, or other approved payment channels.
- **“MDR (Merchant Discount Rate)”** means the fee, charge, commission, or percentage levied on digital payment transactions processed through debit card, UPI, contactless card, QR-based payments, or any other electronic payment mode, as applicable under regulatory and network guidelines.
- **“T+1 Settlement”** means settlement of successfully completed payment transactions into the Bank’s designated account not later than one working day following the

transaction date, excluding exceptions specifically governed under applicable regulatory guidelines.

- **“Restricted App Mode”** means a controlled operating mode in which the POS terminal permits access only to Bank-approved applications and disables access to operating system settings, third-party applications, unauthorized installation, developer options, and non-approved functions.
- **“Terminal Management System”** means the centralized platform used by the Bidder for remote monitoring, configuration, software deployment, device status tracking, policy enforcement, diagnostics, and lifecycle management of deployed POS terminals.
- **“Merchant Acquiring Network”** means the transaction processing ecosystem comprising payment switches, acquiring systems, card schemes, network providers, settlement infrastructure, and associated interfaces used for authorization and processing of payment transactions initiated through POS terminals.
- **“Transaction Failure”** means any transaction that does not reach successful completion due to timeout, communication interruption, switch failure, authorization failure, network interruption, device malfunction, system error, or any other operational exception resulting in unsuccessful processing.
- **“Reversal”** means the cancellation or nullification of a previously initiated or authorized payment transaction in accordance with applicable card scheme, UPI, or regulatory rules, including automatic or manual reversal triggered by timeout, failure, or dispute conditions.
- **“Chargeback”** means a transaction dispute process initiated under applicable card scheme or payment network rules whereby a previously settled transaction is reversed or recovered due to dispute, fraud, customer claim, or rule-based exception.
- **“Device Downtime”** means the period during which a deployed POS terminal is unable to perform intended transaction functions due to hardware fault, software issue, communication failure, power-related issue, authentication failure, or service interruption.
- **“SIM Connectivity”** means telecom-based communication service provisioned in the POS terminal through SIM or equivalent secure communication mechanism for enabling transaction routing, device communication, remote management, and secure network access.
- **“Dashboard”** means the centralized web-based or system-accessible monitoring interface provided by the Bidder for viewing transaction data, settlement status, reconciliation status, terminal health, alerts, reports, service incidents, and operational analytics.

For the purpose of this RFP, the following abbreviations, acronyms, and terms are used with the meanings specified below.

- BIS = Bureau of Indian Standards
- BOM = Bill of Material
- CBT = Computer Based Training
- CERT-In = Computer Emergency Response Team - India
- CPU = Central Processing Unit
- DC = Direct Current
- EMD = Earnest Money Deposit
- EMV = Europay MasterCard Visa
- EOI = Expression of Interest
- GB = Gigabyte
- GPS = Global Positioning System
- GST = Goods and Services Tax
- HD = High Definition
- IPR = Intellectual Property Rights
- IT = Information Technology
- LTE = Long Term Evolution
- MDM = Mobile Device Management
- MDR = Merchant Discount Rate
- MIS = Management Information System
- NDA = Non-Disclosure Agreement
- NFC = Near Field Communication
- NPCI = National Payments Corporation of India
- OEM = Original Equipment Manufacturer
- PCI = Payment Card Industry
- PCI DSS = Payment Card Industry Data Security Standard
- PCI PTS = Payment Card Industry PIN Transaction Security
- PCI SSF = Payment Card Industry Secure Software Framework
- PO = Purchase Order
- POC = Proof of Concept
- POS = Point of Sale
- PPD = Purchase and Procurement Department
- PSU = Public Sector Undertaking
- QR = Quick Response
- RAM = Random Access Memory
- RBI = Reserve Bank of India
- RFP = Request for Proposal
- SIM = Subscriber Identity Module
- SLA = Service Level Agreement
- T+1 = Transaction plus One Day Settlement
- TCO = Total Cost of Ownership
- TCS = Tax Collected at Source
- TDS = Tax Deducted at Source

- UAT = User Acceptance Testing
- UPI = Unified Payments Interface
- URL = Uniform Resource Locator
- VPN = Virtual Private Network

#### 4. Scope of Work:

The selected Bidder shall provide an end-to-end POS-based payment collection solution comprising supply, installation, commissioning, integration, operation, and maintenance of Android-based POS terminals operating in restricted application mode, together with integrated payment aggregator services, in accordance with the detailed scope provided in **Annexure – B** and technical specifications in **Appendix – 01**.

The scope shall broadly include the following:

- Supply, deployment, configuration, testing, and activation of POS terminals(as per technical specifications mentioned in the Appendix-01) at designated Bank locations as mentioned in the ANNEXURE –K and to any other locations as requested by the Bank time to time.
- provisioning, activation, lifecycle management, and secure operation of SIM-based communication connectivity including telecom coordination and network uptime support;
- integration of POS terminals with the Bidder's payment switch, payment aggregator platform, card networks, and Bank systems for real-time transaction processing;
- ensuring secure routing, authorization, and processing of card and UPI transactions through regulated payment channels;
- fulfilment of transaction settlement obligations including credit of successful transactions to the Bank's designated account within agreed T+1 timelines;
- execution of daily reconciliation processes for all digital transactions and resolution of pending, failed, timed-out, reversed, or disputed transactions within prescribed timelines;
- preventive and corrective maintenance of deployed terminals, including replacement of defective units, software upgrades, firmware updates, security patching, and field service support;
- provision of centralized helpdesk support for transaction issues, terminal faults, settlement queries, connectivity incidents, and operational complaints on a 24x7 basis;
- provision of centralized reporting and dashboard facilities covering transaction performance, settlement status, reconciliation records, terminal health, service incidents, and exception monitoring.

The Bidder shall remain fully responsible for end-to-end operational readiness, service continuity, regulatory compliance, and performance of all components under the scope during the contract period.

## **5. Eligibility Criteria, Technical & Functional Specifications, Bill of Material (BOM) & Compliances:**

- Bid is open to all bidders who meet the eligibility criteria as prescribed in **Annexure - D** of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- **If any bidder submits bid on behalf of Principal/OEM, the same bidder shall not submit a bid on behalf of another Principal/OEM under the RFP. Also within the bid, the bidder shall quote for items on behalf of single OEM only.**
- **Either the bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to bid, however both cannot bid simultaneously.**
- Bidders have to submit Bill of Material (BOM) and Compliances as given in **Appendix - 01** of this document.
- In case the bidder is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover, completed years of business and profit after tax for the purpose of meeting the eligibility criteria.
- In case the bidder is the result of a demerger / hiving off, or take over/ merger due consideration shall be given to the past financial results of the demerged / previous company for the purpose of determining the net worth, minimum annual turnover, profit after tax and completed years of business for the purpose of meeting the eligibility criteria

## **6. Cost of bidding:**

The participating bidders shall bear all the costs associated with or relating to the preparation and submission of their bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the bank or any other costs incurred in connection with or relating to their bid. The bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder regardless of the conduct or outcome of the bidding process.

## **7. Clarification and Amendments on RFP/Pre-bid Meeting**

- Bidder requiring any clarification of the bidding document may notify the bank in writing strictly as per the format given in **Annexure - G** (by e-mail) within the date/time mentioned in the schedule of events.

- A pre-bid meeting will be held in person on the date and time specified in the schedule of events in Part II of this document which may be attended by the authorised representatives of the bidders interested to respond to this RFP.
- The queries received (without identifying source of query) and response of the bank thereof will be conveyed to the bidders through bank's website.
- REPCO Bank reserves the right to amend, rescind or reissue the RFP, at any time for any reason. The bank for any reason may modify the bidding document, by amendment which will be made available to the bidders by way of corrigendum. The bidders are advised to ensure that clarifications /addendum issued by the bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the bank will be binding on the participating bidders.
- No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- Queries received after the scheduled date and time will not be entertained.

## **8. Contents of bidding document:**

- Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents in any respect will be at the bidder's risk and responsibility and the same may finally result in rejection of its bid.
- Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- The bid prepared by the bidder, as well as all correspondences and documents relating to the bid exchanged by the bidder and the bank and supporting documents and printed literature shall be submitted in English.
- The information provided by the bidders in response to this RFP will become the property of the bank and will not be returned. Incomplete information in bid document may lead to non-consideration of the proposal.

## **9. Earnest Money Deposit (EMD):**

- The bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- The EMD should be in the form of a Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of "REPCO Bank" payable at Chennai.

- The EMD of the unsuccessful bidders shall be returned within 30 days from the date of bid finalisation.
- The Earnest Money Deposit (EMD) of the successful bidder shall be retained by the Bank throughout the contract period and shall be released only upon successful completion of the entire contract tenure, including fulfilment of all contractual obligations and deliverables, to the satisfaction of the Bank.
- No interest is payable on EMD.

**The EMD may be forfeited:**

- If a bidder withdraws his bid during the period of bid validity specified in this RFP; or
- If a bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- If the successful bidder fails to sign the contract and deliver of all products within the specified time period in the RFP/Purchase Order.
- If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the bank in future, as per sole discretion of the bank.

## **10. Bid Preparation and Submission:**

The bid is to be submitted in two separate envelopes.

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

- a) ENVELOPE-I (Technical Proposal)
- b) ENVELOPE-II (Commercial Proposal)

These two envelopes containing the Technical and Commercial Proposals should be separately sealed and **shall be put together and sealed in an outer NON-WINDOW envelope** and marked as **PROPOSAL FOR SUPPLY, INSTALLATION, COMMISSIONING, INTEGRATION, OPERATION AND MAINTENANCE OF POS TERMINALS (ON RENTAL BASIS) WITH INTEGRATED PAYMENT AGGREGATOR SERVICES FOR REPCO BANK IN RESPONSE TO THE RFP NO: RFP/09/PPD/2026-27 DATED 27.07.2026**

### **ENVELOPE-I (Technical Proposal)**

The envelope is to be prominently marked as **TECHNICAL PROPOSAL FOR SUPPLY, INSTALLATION, COMMISSIONING, INTEGRATION, OPERATION AND MAINTENANCE OF POS TERMINALS (ON RENTAL BASIS) WITH INTEGRATED PAYMENT AGGREGATOR SERVICES FOR REPCO BANK IN RESPONSE TO THE RFP NO: RFP/09/PPD/2026-27 DATED 27.07.2026**

This envelope should contain following documents and **properly sealed**:

- Bid covering letter/Bid form on the lines of **Annexure - A** on bidder's letter head.
- The application fee of ₹ 2,360/- (inclusive of GST) (non-refundable) in the form of a Demand Draft/Banker's cheque in favour of REPCO Bank Ltd, payable at Chennai.
- EMD of Rs.5,00,000 /- DD in favour of REPCO Bank Ltd, payable at Chennai.
- Copy of Board Resolution/Authorisation letter showing, that the signatory has been duly authorised to sign the bid document.
- Signature in all pages of RFP document by the authorised person (including Annexures).
- Masked copy of Commercial Bid Format in Appendix - 02 with the corresponding technical Bid with the price column of the Commercial Bid Format blanked out. A tick mark shall be provided against each item of the Commercial Bid Format to indicate that there is a quote against this item in the Commercial Bid.
- Bidder's details as per **Annexure - C** on bidder's letter head.
- Bidder's eligibility criteria **Annexure - D** on bidder's letter head.
- Necessary proof of constitution and ownership as called in **Annexure - D**.
- Necessary proof for experience in deployment and support of POS / payment transaction solutions as called in **Annexure - D**.
- Necessary proof for deployed of POS base as prescribed in **Annexure - D**.
- Audited balance sheets and profit and loss account statement as called in **Annexure-D**.
- Necessary proof for RBI authorisation letter or Agreement for Payment Aggregator as called in Annexure – D.
- Necessary proof or Letter for Support office details and escalation contacts as called in **Annexure-D**.
- Self-declaration for 24x7 centralized helpdesk support as called in Annexure-D.
- Authorization letter from OEM for supply of the product mentioned in RFP as per **Annexure-H** or Standard MAF format provided by OEM.
- Details of Merger/Amalgamation if any.
- Client References as called in **Annexure-D**.
- Details of Past/Present Litigations if any as called in **Annexure-D**.
- Self-Declaration in Company's letter head of not being black listed for last three years.

- Self-declaration for compliance with RBI / NPCI / PCI standards as called in Annexure-D.
- Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India as per **Annexure – J**.
- Technical specifications as per **Appendix - 01**

The bid along with all supporting documents has to be enclosed in the order specified in **ANNEXURE – L**.

#### **ENVELOPE-II (Commercial Proposal)**

The envelope is to be prominently marked as **COMMERCIAL PROPOSAL FOR SUPPLY, INSTALLATION, COMMISSIONING, INTEGRATION, OPERATION AND MAINTENANCE OF POS TERMINALS (ON RENTAL BASIS) WITH INTEGRATED PAYMENT AGGREGATOR SERVICES FOR REPCO BANK IN RESPONSE TO THE RFP NO: RFP/09/PPD/2026-27 DATED 27.07.2026**

- This envelope should contain only Commercial Proposal strictly on the lines of **Appendix - 02**.
- The Price must include all the price components mentioned. Prices are to be quoted in **Indian Rupees** only.

#### **Bidders may please note:**

- The bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
- Care should be taken that **the Technical bid shall not contain any price information**. Such proposal, if received, will be rejected.
- The bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the bidder and stamped with the official stamp of the bidder. Board resolution or an authorization authorizing representative to bid make commitments on behalf of the bidder is to be attached.
- Bids will be rejected if only one (i.e. Technical bid or Commercial bid) is received.
- Prices quoted by the bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- If deemed necessary, the bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

- The bidder may also be asked to give presentation to the bank for the purpose of clarification of the bid, if necessary at the bidders cost.
- The bidder must provide specific and factual details to the points raised in the RFP.
- The bid shall be signed by the person or persons duly authorised to bind the bidder to the contract.
- All the enclosures (bid submission) shall be serially numbered with rubber stamp of the participating bidder's company. The person or persons signing the bids shall initial all pages of the bids, except for un-amended printed literature.
- Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the bids.
- REPCO Bank reserves the right to reject bids not conforming to above.
- All the envelopes shall be addressed to the bank and delivered at the address given in Part-II of this RFP and should have name and address of the bidder on the cover. If the envelope is not sealed and marked, the bank will assume no responsibility for the bid's misplacement or its premature opening.

#### **11. Deadline for Submission of bids:**

- Bids must be received by the bank at the address specified and by the date and time mentioned in the "Schedule of Events" in **Part – II** of this document.
- In case the bank extends the scheduled date of submission of bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the bank and bidders will remain the same.
- Any bid received after the deadline for submission of bids prescribed, will be rejected and returned unopened to the bidder.

#### **12. Period of Validity of bids:**

- Bids shall remain valid for **180** days from the date of opening of the bids. A bid valid for a shorter period is liable to be rejected by the bank as non-responsive.
- The bank reserves the right to call for fresh quotes at any time during the bid validity period, if considered, necessary.

#### **13. Bid integrity:**

Wilful misrepresentation of any fact within the bid will lead to the cancellation of the contract without prejudice to other actions that the bank may take. All the submissions, including any accompanying documents, will become property of the bank. The bidders shall be deemed to license, and grant all rights to the bank, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

#### **14. Bidding process and opening of technical bids:**

- All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part - II of this document. The technical bids will be opened in the presence of representatives of the bidders who choose to attend the same. However, bids may be opened even in the absence of representatives of one or more of the bidders.
- In the first stage, only technical bid will be opened and evaluated. Proposals of such bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those bids complied with technical criteria shall become eligible for commercial bid opening and further RFP evaluation process.
- The committee appointed by the bank will examine the bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the bids are generally in order. The committee appointed by the bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.
- Prior to the detailed evaluation, the committee appointed by the bank will determine the responsiveness of each bid to the bidding document. For purposes of these clauses, a responsive bid is one, which conforms to all the terms and conditions of the bidding document completely without any deviation.
- Committee appointed by the Bank determination of a bid's responsiveness will be based on the contents of the bid itself, without recourse to extrinsic evidence.
- If a bid is not responsive, it will be rejected by the committee appointed by the Bank and will not subsequently be made responsive by the bidder by correction of the non-conformity.

#### **15. Technical Evaluation:**

- Technical evaluation shall be based on the technical information, compliance statements, supporting documents, certifications, and technical bid formats submitted by the Bidder, along with reference verification, demonstration, and site visits wherever considered necessary by the Bank.
- The Bank reserves the right to constitute an evaluation committee to assess the bids on technical, functional, operational, and security parameters. Such evaluation may include product demonstration, live transaction testing, verification of terminal functionalities, application controls, dashboard capabilities, reconciliation features, reporting outputs, and response times under actual operating conditions.

- The Bank may require the Bidder to demonstrate the proposed POS terminal in restricted application mode, integrated payment processing flow, transaction routing, settlement reporting, terminal management features, and security controls, including user authentication and device lockdown.
- During technical evaluation, the Bank may seek written clarifications from Bidders regarding any aspect of the submitted bid. Such clarification shall not alter the substance of the bid, commercial terms, or quoted prices. Clarifications initiated by the Bidder after bid submission shall not be entertained unless specifically requested by the Bank.
- The technical evaluation may also include verification of the Bidder's ability to deploy, integrate, commission, and support the solution across multiple Bank locations situated throughout South India within the rollout timelines prescribed by the Bank.

The evaluation may further take into account:

- Whether the proposed POS terminal and integrated payment aggregator solution can handle projected transaction volumes, peak loads, and future scale requirements of the Bank.
- Whether the proposed solution provides complete end-to-end functionality including device management, payment processing, reconciliation, settlement, reporting, dashboard access, and helpdesk support.
- Whether the proposed solution relies on third-party integrations and the Bidder's responsibility for managing such integrations without service dependency risks to the Bank.
- Availability of required certifications including PCI PTS, EMV, PCI DSS, RBI / NPCI compliance, and relevant card scheme approvals.
- Capability of the proposed terminal to operate securely in Bank-approved application-only mode without exposure to unauthorized applications, operating system access, or unsecured communication paths.
- Capability of the payment aggregator platform to provide synchronous authorization, real-time status inquiry, reversal handling, T+1 settlement, reconciliation, and dispute management.
- Assurance from the Bidder for software upgrades, security patches, Android version support, certification renewals, and regulatory compliance updates during the contract period without additional cost to the Bank.

- Capability of the proposed product to meet future regulatory, operational, and security requirements as may arise during the contract period.
- Suitability of communication architecture including SIM connectivity, VPN tunnel, secure routing, and telecom resilience across urban, semi-urban, and rural deployment locations.
- Availability of centralized support facilities including online support, helpdesk, field support, escalation mechanism, and service tracking portal.
- Bidder's demonstrated field support capability during peak transaction periods, month-end operations, reconciliation cycles, and service incidents across all Bank deployment locations.

The Bank reserves the right to verify technical claims through customer references, OEM confirmation, field performance records, and production deployments of similar nature.

Technical acceptance shall not be deemed complete unless the Bank is satisfied that the proposed solution fully complies with functional, technical, operational, security, and regulatory requirements specified in this RFP.

#### **16. REPCO Bank's Right to accept any bid and to reject any or all bids:**

The committee appointed by the Bank reserves the right to accept or reject any bid in part or in full or to cancel the bidding process and reject all bids at any time prior to contract award, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the bank's action.

#### **17. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

On acceptance of the bid by the committee appointed by the Bank, the bidder needs to submit the documentary evidence of their eligibility/qualifications to perform the Contract to the bank's satisfaction.

- that in case of a bidder offering to supply products and/or services mentioned in the scope of work, the bidders need to provide the evidence that bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure - H**.
- that adequate, specialized expertise are available with the bidder to ensure that the services are responsive and the bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the contract period.

#### **18. Evaluation of Commercial bids and Finalisation:**

- The Bidders should quote their Commercial rates only in the format given in **Appendix - 02**

- The envelope containing the commercial bids of only those bidders, who are short-listed after technical evaluation, would be opened.
- The L1 bidder will be selected on the basis of net total of the price evaluation as quoted in the Commercial bid.
- Errors, if any, in the price breakup format will be rectified as under:
  - If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
  - If there is a discrepancy in the price quoted in figures and words, the price quoted in words will prevail.
  - The bidder should quote for all the items/services desired in this RFP. However, the committee appointed by the Bank reserves the right to reject the incomplete bids.

#### **19. Contacting the bank:**

- No bidder shall contact the bank on any matter relating to its bid, to influence the bank in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

#### **20. Award Criteria:**

- REPCO Bank will notify successful bidder (L1) in writing that its bid has been accepted. The selected bidder has to return the duplicate copy of the same to the bank within 3 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- The successful bidder will have to submit Contract Form (**Annexure-I**), Service Level Agreement (SLA) as per **Annexure-E** and Non-Disclosure Agreement (wherever applicable), as per **Annexure - F** of this document together with acceptance of all terms and conditions of RFP.
- Copy of board resolution or power of attorney or Authorisation Letter showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- The notification of award will constitute the formation of the Contract.
- The successful bidder shall be required to enter into a contract/ SLA with the bank, within 15 days of award of the tender or within such extended period as may be decided by the bank.
- Until the execution of a formal contract, the bid document, together with the bank's notification of award and the bidder's acceptance thereof, would constitute a binding contract between the bank and the successful bidder.

- The contract/ agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases, milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- REPCO Bank reserves the right to stipulate, at the time of finalisation of the contract, any other document(s) to be enclosed as a part of the final contract.
- Failure of the successful bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Retention amount.
- The EMD of each unsuccessful bidder will be discharged and returned within 30 days on finalising the successful bidder.

## **21. No Waiver of the bank Rights or Successful bidder's Liability:**

Neither any sign-off, nor any payment by the bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the bank shall affect or prejudice the rights of the bank against the finally selected bidder(s), or relieve the finally selected bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful bidder against the bank.

## **22. Change in Orders:**

- REPCO Bank may, at any time, by a written order given to the vendor, make changes within the general scope of the Contract in Place of delivery;
- If any such change causes an increase or decrease in the cost of, or the time required for the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the contract shall accordingly be amended on the mutually agreed terms and conditions. Any claims by the vendor for adjustment under this clause must be asserted within 15 days from the date of vendor's receipt of the bank's change order.

## **23. Contract Amendments:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

## 24. Country of Origin / Eligibility of Goods & Services:

All equipment and components thereof to be supplied under the contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

## 25. Delivery, Installation, Commissioning and Documentation:

- The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the products final destination and the absence of heavy handling facilities at all transit points.
- The Delivery, installation and commissioning will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied within the time schedule as given in the Part-II schedule of events of this document and are received in good working condition as per Annexure-K at the designated locations. Further the POS shall be installed and operationalized as per all the features in the technical specifications to the satisfaction of the bank. The bidder has to resolve any problem faced during installation and operationalization.
- The details of the documents to be furnished by the Vendor are specified hereunder:
- 2 copies of Vendor's Invoice showing products description, quantity, unit price and total amount.
- Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
- The detailed document of Installation and Configuration Procedures.
- The Installation Report/acceptance report duly signed by the Branch Head of the designated branch location shall be submitted along with the invoice
- Penalties as specified in **Annexure–E** shall be applicable for any default or delay in delivery, installation, commissioning, and provision of Comprehensive Support and Services as defined in the Scope of Work. Such penalties shall be deducted at the time of making payment(s).
- In addition to the penalty on delayed supplies, the bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.

- For the System & other Software/firmware required with the hardware ordered for, the following will apply: -
  - The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
  - The Vendor shall provide complete, licensed operating systems, licensed system software/firmware, and licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
  - In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the bank.

## **26.Services:**

- All professional services necessary for successful deployment, commissioning, integration, operation, and support of the proposed solution shall form part of the contract, including project management, rollout coordination, training, and operational support.
- The Bidder shall ensure availability of qualified technical and support personnel during implementation and throughout the contract period.
- The Bidder shall adhere to service quality standards, implementation methodology, and timelines prescribed by the Bank.
- The Bidder shall provide user training and operational documentation to designated Bank personnel.
- The Bidder shall provide patches, firmware upgrades, security updates, and required software updates during the contract period at no additional cost.
- The Bidder shall obtain prior approval of the Bank before applying major upgrades affecting production operations.
- The Bidder shall provide maintenance support throughout the contract period.
- The Bidder shall inform the Bank sufficiently in advance regarding end-of-support dates for offered hardware, firmware, operating system, or related components.
- The Bidder shall provide on boarding support for activation and operational readiness of POS terminals at designated Bank locations.

- The Bidder shall carry out branch / location mapping of each terminal and maintain updated deployment records.
- The Bidder shall provide on-site and/or remote user training for operation of terminals and transaction handling.
- The Bidder shall manage terminal replacement logistics including collection, transportation, delivery, and installation within SLA timelines.
- The Bidder shall ensure SIM activation, reactivation, replacement, and continuity of communication connectivity during the contract period.
- The Bidder shall support migration, decommissioning, and terminal withdrawal at contract closure without disruption.

## **27. Comprehensive Support and Service**

- The comprehensive support period shall commence from the date of successful installation, commissioning, and acceptance of each POS terminal at the respective Bank location.
- The selected Bidder shall provide comprehensive onsite support for the entire solution including POS terminal hardware, accessories, SIM connectivity, operating system, firmware, device management platform, payment application, and integrated payment aggregator services for the period specified in the Scope of Work.
- During the support period, the Bidder shall maintain the complete solution at no additional cost to the Bank and shall be fully responsible for all costs relating to labour, transportation, logistics, spare parts, replacement units, consumables, preventive maintenance, corrective maintenance, software upgrades, firmware upgrades, security patches, certification updates, and telecom coordination.
- Comprehensive support shall include repair, replacement, reconfiguration, reinstallation, secure re-provisioning, and restoration of failed or malfunctioning terminals deployed at any Bank location across South India.
- The Bidder shall ensure that defective terminals are repaired or replaced within the SLA prescribed under the RFP and shall maintain sufficient standby stock / spare terminals for uninterrupted operations.
- During the support period, the Bidder shall also maintain all integrated services including payment switch connectivity, transaction routing, reconciliation support, settlement processing, reporting systems, dashboard availability, and helpdesk operations.

- Preventive maintenance shall include periodic health checks of terminals, SIM connectivity verification, battery condition review, printer testing, security verification, firmware review, log validation, and terminal performance optimization.
- Corrective maintenance shall include diagnosis and rectification of terminal faults, application failures, communication failures, printer issues, authentication failures, transaction anomalies, and settlement-related incidents.
- The Bidder shall ensure availability of professionally qualified support personnel for onsite and remote support as required by the Bank.
- The Bidder shall provide onsite field engineer support wherever necessary for terminal installation, replacement, incident resolution, migration, and operational stabilization.
- Onsite comprehensive support shall include free replacement of defective hardware parts including battery, printer components, card readers, scanner, communication modules, charging accessories, and other integrated parts.
- The Bidder shall ensure that all software, firmware, security controls, payment certifications, and regulatory compliance requirements remain current throughout the support period without any disruption to Bank operations.
- In the event of terminal failure, communication breakdown, transaction abnormality, settlement issue, or application malfunction, the Bidder shall ensure restoration of service within the prescribed SLA to the full satisfaction of the Bank.
- The Bidder shall provide:
  - diagnostics for identification of hardware, software, communication, or transaction failures
  - secure backup and restoration of terminal configuration
  - secure reloading of firmware and application software
  - restoration of device security controls
- Prompt support shall be available through centralized helpdesk, remote diagnosis, and onsite intervention whenever required by the Bank.
- The Bidder's support personnel shall be adequately trained in POS hardware, payment processing, payment aggregator operations, transaction troubleshooting, settlement exceptions, and field incident handling.
- Updated escalation matrix with contact details of operational, technical, managerial, and senior escalation levels shall be provided to the Bank at the start of contract and every quarter thereafter, and whenever revised.

## 28. Compliance with IS Security Policy:

- The Bidder shall comply with the Bank's Information Technology and Information Systems Security requirements applicable to the proposed solution and associated services, as may be shared by the Bank on a need-to-know basis.
- The Bidder shall ensure confidentiality, integrity, and availability of transaction data, application data, and all Bank-related information handled under this contract.
- The Bidder shall implement appropriate access controls, data protection measures, encryption controls, and incident response procedures for the proposed solution.
- The Bidder shall ensure physical and logical security of POS terminals, payment applications, communication channels, and associated systems deployed under this RFP.
- The proposed solution, including POS terminals, payment applications, and payment aggregator components, shall comply with the latest applicable PCI DSS requirements throughout the contract period.
- The POS terminals supplied under this RFP shall possess valid PCI PTS certification applicable to the offered device model and security configuration.
- Payment applications and associated software components shall comply with applicable PCI Secure Software Framework (PCI SSF) requirements, wherever relevant.
- The Bidder shall ensure continuous compliance with applicable Reserve Bank of India Payment Aggregator guidelines, circulars, directions, and updates issued from time to time.
- The Bidder shall report cyber security incidents, payment-related security events, and significant operational disruptions affecting the solution in accordance with applicable CERT-In reporting requirements and shall promptly inform the Bank of such incidents.

## 29. Penalty/SLA conditions:

As mentioned in **Annexure - E** of this RFP.

## 30. Right to Verification:

REPCO Bank reserves the right to verify any or all of the statements made by the bidder in the tender document and to inspect the bidder's facility, if necessary, to establish to its satisfaction about the bidder's capacity/capabilities to perform the job.

### **31. Purchase Price:**

- The cost of product/solution with support would be the Total Cost and has to be quoted in commercial bid.
- The bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial bid over the validity period defined in this RFP.
- The order shall be placed for the total cost of the Product/Solution along with Comprehensive Support Services. The Bank may, if required, issue separate work orders for continued support services beyond the contract period on mutually agreed terms and conditions.
- The applicable TDS or any other charges as required under the act will be deducted at the time of payment of invoices.
- Terms of payment are given in Part-II of this RFP document.
- Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- The vendor will pass on to the bank, all fiscal benefits arising out of reductions, if any, in Government levies and the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- REPCO Bank may release first purchase order within a period of 180 days to get POS terminals on rental basis. Further, the bank may issue subsequent Purchase Orders as and when the requirement arises during the entire contract period of three years. The price quoted shall remain the same for the period of 3 years.

### **32. Subcontracting:**

As per scope of the RFP, Subcontracting is only permitted with prior bank approval.

### **33. Insurance:**

The selected Bidder shall, at its own cost, maintain valid insurance coverage throughout the contract period for all POS terminals, accessories, SIM communication components, and replacement units supplied under this RFP, covering transit, storage, theft, accidental damage, fire, and field movement across all Bank locations.

Any loss, damage, theft, or deterioration of vendor-owned terminals before or during installation shall be the sole responsibility of the Bidder, and affected terminal(s) shall be repaired or replaced without cost to the Bank and within prescribed SLA timelines.

The Bidder shall independently process all insurance claims and shall not delay service restoration pending claim settlement.

Failure to maintain valid insurance during the contract period shall constitute material breach of contract.

### **34. Validity of Agreement:**

The Agreement/SLA shall remain valid for the entire contract period, including the Comprehensive Support Services period, as specified in the RFP.

### **35. Limitation of liability:**

- Service provider will ensure the bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer's/the bank's related information to the extent of loss so caused.
- The service provider is liable for the following:
- claims that are the subject of indemnification pursuant to IPR infringement,
- damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
- damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- When a dispute is settled by the Court of Law in India.
- Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the bank, provided such guidelines were brought to the notice of Service Provider.

### **36. Confidentiality:**

- The vendor acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the bank relating to its business practices and their competitive position in the market place provided to the selected bidder by the bank in connection with the performance of obligations of bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ('Confidential Information') and shall not be disclosed to any third party/published without the written approval of the bank.
- The Confidential Information will be safeguarded and vendor will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by bidder of this section, monetary damages may not be an adequate remedy; therefore, the bank shall be entitled to injunctive relief to restrain vendor from any such breach, threatened or actual.

- Any document, other than the Contract itself, shall remain the property of the bank and shall be returned (in all copies) to the bank on completion of the Vendor's performance under the Contract, if so, required by the bank.

### **37. Delay in the Vendor's Performance:**

- Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in Part II – Schedule of events of this document.
- If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the bank shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of adjustment from retention amount and/or termination of contract (as laid down elsewhere in this RFP document).

### **38. Vendor's obligations:**

- The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The bank would only provide necessary letters for enabling supply of the same.
- The Vendor is obliged to work closely with the bank's staff, act within its own authority and abide by directives issued by the bank from time to time and complete implementation activities.
- The Vendor will abide by the job safety measures prevalent in India and will free the bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence.
- The Vendor will pay all indemnities arising from such incidents and will not hold the bank responsible or obligated.

- The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- Vendor shall provide necessary training from the OEM to the designated bank officials on the configuration, operation/ functionalities, maintenance, support and administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- The Vendor shall treat as confidential all data and information about the bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the bank as explained under 'Non-Disclosure Agreement' in **Annexure - F** of this document.

### **39. Technical Documentation:**

The Vendor shall deliver the documents to the bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ Computer Based Trainings (CBTs), system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

### **40. Patent Rights/Intellectual Property Rights:**

- For any licensed software/firmware used by the finally selected L1 bidder for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or Intellectual Property Rights (IPR) violation on the part of Vendor should not put the bank at risk. The bank reserves the right to audit the license usage of the Vendor.
- The Vendor shall, at its own expenses without any limitation, defend and indemnify the bank against all third-party claims or infringements of IPR including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the bank, at no extra cost.
- The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

- The bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

#### **41. Liquidated Damages:**

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, the bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in Part II. Once the maximum deduction is reached, the bank may even consider termination of the Contract.

#### **42. Conflict of Interest:**

The bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the bank shall be entitled to forfeit and appropriate the bid Security, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the bank and not by way of penalty for, inter alia, the time, cost and effort of the bank, including consideration of such bidder's proposal (the 'Damages'), without prejudice to any other right or remedy that may be available to the bank under the bidding documents and/ or the Concession Agreement or otherwise.

#### **43. Fraud & Corrupt Practices:**

- The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the bank shall reject an Application without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- Without prejudice to the rights of the bank hereinabove, if a bidder is found by the bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such bidder shall not be eligible to participate in any EOI/RFP issued by the bank.

#### **44. Termination for Default:**

- The bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 15 (fifteen) days sent to the Vendor, may terminate the Contract in whole or in part:

- If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the bank; or
- If the vendor fails to perform any other obligation(s) under the contract; or
- Laxity in adherence to standards laid down by the bank; or
- Discrepancies/deviations in the agreed processes and/or products; or
- Violations of terms and conditions stipulated in this RFP.
- In the event the bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ the bank's data or any other relevant information to the bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the bank.
- During the transition, the vendor shall also support the bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- The bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

#### **45. Force Majeure:**

- Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, pandemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Via Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- If a Force Majeure situation arises, the Vendor shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **46. Termination for Insolvency:**

The bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, 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.

#### **47. Termination for Convenience:**

The bank, by written notice of not less than 15 (Fifteen) days 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 the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

#### **48. Disputes/Arbitration [applicable in case of successful bidder only]:**

- All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (the bank or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to arbitrator mutually agreed or the arbitrator appointed by the bank. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Chennai.
- The Vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- Arbitration proceeding 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 in English.

#### **49. Governing Language:**

The governing language shall be English.

#### **50. Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Chennai.

## 51. Taxes and Duties:

- Prices quoted should be exclusive of all GST & TCS and all other components to be included in the unit price.
- Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the bank shall not be liable for the same. Only the cost mentioned in the **Appendix - 02** will be payable by the bank.
- Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty, others, etc. The bidder will pass on to the bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.
- Any charges/taxes/etc to be paid by the vendor but not paid and had to be paid/settled by the bank due to its convenience and necessity shall be recovered from vendor including from guarantee/contract price.
- In the event of staggered supply of the items, the taxes as applicable as at the time of supply and raising invoice would be applicable.

## 52. Tax deduction at Source (TDS):

Wherever the laws and regulations require deduction of such taxes at the source of payment, the bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

## 53. Right to use defective product:

If, after delivery, installation, and acceptance, and during the contract period, the operation or use of the product is found to be unsatisfactory due to defects, errors, or omissions, the Bank shall have the right to continue using the product until such defects, errors, or omissions are rectified through repair or partial/full replacement by the vendor, without disruption to the Bank's operations.

## 54. Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by mail to other Party's address or email id as the case may be. The notice shall be effective when delivered or on the notice's effective date whichever is later.

## Part – II

### SCHEDULE OF EVENTS

| S.No | Particulars                                                   | Time / Date / Other Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Date of commencement of Bidding process (Issue of RFP)        | 27.07.2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2    | Last Date & Time for Bid submission.                          | 05.08.2026 & 06:00 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3    | Date and Time for opening of Technical Bid and Commercial bid | Technical bid opening Date: 06.08.2026 at 04:00 PM followed by Commercial bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4    | Application Fee (Non-refundable)                              | Rs. 2,360 (including GST (18%))                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5    | Earnest Money Deposit (Refundable)                            | <p>Rs. 5,00,000/- (Rupees Five Lakhs Only) (can be deposited by means of a Demand Draft issued by a Scheduled Commercial Bank in India, drawn in favour of Repco Bank Ltd., payable at Chennai to be submitted along with the RFP Bid.</p> <p>The Earnest Money Deposit (EMD) of the successful bidder shall be retained by the Bank throughout the contract period and shall be released only upon successful completion of the entire contract tenure, including fulfillment of all contractual obligations and deliverables, to the satisfaction of the Bank.</p> <p>Unsuccessful bidder's EMD will be discharged but not later than 30 days after the expiration of period of bid finalization</p> <p>The EMD may be forfeited:</p> <ul style="list-style-type: none"> <li>• If a Bidder withdraws his bid during the period of bid validity specified in this RFP; or</li> <li>• If a bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or</li> <li>• If the successful bidder fails to sign the contract and deliver of all products within the specified time period in the PFP/Purchase Order.</li> </ul> |
| 6    | Retention Amount                                              | Upon award of the contract, the Earnest Money Deposit (EMD) of the successful bidder shall be converted into a Security Deposit and retained by the Bank for the due performance of the contract. The Security Deposit shall be released only upon successful completion of the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|    |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                    | <p>contract period, including fulfillment of all contractual obligations by the bidder, as determined by the Bank.</p> <p>The Security Deposit shall be refunded without interest upon certification by the Bank that all contractual obligations have been duly fulfilled by the bidder.</p>                                                                                                                                                                                                              |
| 7  | Supply / Implementation Site       | Designated Bank locations as mentioned in the ANNEXURE –K and to any other locations as requested by the Bank time to time.                                                                                                                                                                                                                                                                                                                                                                                |
| 8  | Liquidated damages                 | Liquidated damages will be a sum equivalent to 1 % per week subject to maximum of 10 % of the contract value.                                                                                                                                                                                                                                                                                                                                                                                              |
| 9  | Price validity                     | Contract period (36 months)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10 | Delivery and installation schedule | <p>Delivery:</p> <p>The L1 bidder shall supply 2 POS terminal with payment aggregator service for Proof of Concept (POC) within a week from the date of contract.</p> <p>30 numbers of POS terminals shall be delivered between 8 to 10 weeks from PO for pilot testing</p> <p>Remaining POS terminals (About 218 Nos.) shall be delivered between 12 to 16 weeks</p> <p>Installation:</p> <p>Installation and commissioning of terminals shall be completed within one week from the date of delivery</p> |
| 11 | Terms of payment                   | <ul style="list-style-type: none"> <li>• Payment shall be released subject to successful installation, commissioning, and acceptance of the Product/Solution/Service at the designated bank locations.</li> <li>• Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.</li> </ul>                                                                                                   |

|    |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                      | <ul style="list-style-type: none"> <li>• The Vendor shall submit 2 copies of the Invoice containing product/service description, quantity, unit price, and total amount.</li> <li>• The Vendor shall submit the Installation and Configuration Document for the deployed terminals/solution.</li> <li>• The Installation Report/acceptance report duly signed by the Branch Head of the designated branch location shall be submitted along with the invoice.</li> <li>• Rental charges for the POS terminal shall start from the date of installation/acceptance report of the terminal.</li> <li>• Monthly rental charges shall be payable by the Bank upon successful completion of each month of service during the contract period, subject to satisfactory performance and submission of the relevant invoice/supporting documents by the successful bidder</li> <li>• In respect of POS terminals additionally procured/deployed during the middle of a billing cycle/month, rental charges shall be calculated on a pro-rata basis from the date of commissioning/activation.</li> </ul> |
| 12 | The address to which Tender document to be submitted | To,<br>The General Manager[PPD],<br>REPCO Bank, No,33 REPCO Towers,<br>North Usman Road,<br>T.Nagar, Chennai 600017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 13 | E-Mail address                                       | purchase@repcobank.co.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

This document shall be downloaded from the bank's website <https://www.repcobank.com/>

- 1) This tender document is the property of the bank and is not transferable.
- 2) This bid document has 69 pages.
- 3) The tender document application fee of ₹ 2,360/- (including of GST)(non-refundable)in the form of a Demand Draft/Banker's cheque in favour of **REPCO Bank, payable at Chennai** shall be attached with the application at the time of submission of bidding document to the Bank.
- 4) If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- 5) No queries will be entertained after the date and time mentioned in this schedule.

## **ANNEXURES**

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## **APPENDIX**

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## Annexure – A

### **BID FORM (TECHNICAL BID)**

[On Company's letter head]  
(to be included in Technical bid Envelope)

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

To  
REPCO Bank,  
Chennai.

Dear Sir/Madam,

**Ref:**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the bank and we offer to supply, Install, implement, test, commission and support the desired equipment detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

- While submitting this bid, we certify that:
  - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
  - The prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this RFP.
  - We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
  - The rate quoted in the price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the bank, without any exception.
- If our offer is accepted, we undertake to complete the formalities for supply, installation, commissioning and testing of the equipment within the period specified in this document.
- We agree to abide by all the bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure - E** of this document and the rates quoted therein for the orders awarded by the bank up to the period prescribed in the bid, which shall remain binding upon us.
- Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage,

commission, fees, brokerage or inducement to any official of the bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- We undertake that we will not resort to canvassing with any official of the bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the bank submitted by us in our bid document.
- We certify that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the bank will have the right to disqualify us from the bid.
- We understand that you are not bound to accept the lowest or any bid you may receive and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- We hereby undertake that our name does not appear in any "Caution" list of RBI / SEBI or any other regulatory body for outsourcing activity.
- If our bid is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
- We understand that the name(s) of successful bidder to whom the contract is finally awarded after the completion of bidding process shall be communicated to the successful bidder(s).
- We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this.....day of.....2026

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

## **Annexure – B**

### **Scope of Work:**

#### **Background:**

The Bank seeks proposals from qualified vendors to provide an end-to-end POS-based payment collection solution operating in restricted app-only mode by deploying POS terminals at various locations to facilitate the acceptance of transactions through payment methods such as UPI and debit cards issued by major networks, including Visa, Mastercard, and RuPay.

The selected Bidder shall be solely responsible for end-to-end transaction routing, commencing from the Point-of-Sale (POS) terminal to the Bidder's payment switch and thereafter to the appropriate card network / interchange switch, including but not limited to NPCI (UPI/RuPay), Visa, Mastercard, or any other RBI-authorized payment network, and the Bank's server(s), as applicable, including reconciliation and settlement.

#### **Scope for Supply & Maintenance of POS Terminal**

1. The successful Bidder shall supply, deliver, install, configure, test, and commission POS terminals at designated Repco Bank locations across designated Bank locations, in accordance with the Bank's rollout plan and timelines. The supplied terminals shall be brand new for the initial rollout phase.
2. The Bidder shall ensure that the POS terminals are deployed in Selected APP mode, wherein only the Bank-approved payment collection and management applications are accessible, securely installed, configured, and locked down against unauthorized access or modification. The Bidder shall also coordinate and work closely with the Bank and other vendors involved in this activity to ensure seamless integration, deployment, and operational readiness.
3. The terminal shall not permit access to the underlying operating system, settings menu, or any third-party application, during boot-up, runtime and shutdown. Any exit from Selected APP mode, shall require Bank- authorization and shall be logged for audit purposes.
4. The POS terminal shall be Android-based, hardened and configured for banking use.
5. The POS terminal shall support enforcing User-level multifactor authentication prior to granting access to the Bank's payment collection application. User authentication shall be of PIN/Password/Pattern and Biometric based authentication.
6. Biometric authentication shall operate entirely within the terminal without transmission or storage of biometric data outside the device.
7. Network connectivity for POS terminals shall be provisioned through Private Sim/VPN Tunnel operating over a secured channel. Card/UPI transaction traffic shall be logically

isolated and protected using encryption and shall not be exposed to the open public internet.

8. The Bidder shall be responsible for SIM card lifecycle management, uptime, security, and regulatory compliance. The Bidder shall provision SIM connectivity through one or more telecom operators and ensure adequate and reliable signal strength across the Bank's deployment locations, including Tier-2 and Tier-3 cities, by selecting the most suitable operator coverage for each geo-location.
9. The payment collection application will present the user with payment options including Cash and UPI / Card.
10. The POS terminal shall support Chip-based debit card transactions (EMV), Contactless "Tap & Pay" (NFC) transactions, and Scan & Pay transactions using QR, including UPI QR as per NPCI guidelines and BharatQR as per the applicable card scheme and NPCI specifications.
11. The terminal shall support Card Tap & Pay and Card Insert (Chip & PIN) transactions in accordance with NPCI accessibility and usability guidelines.
12. The solution shall support NFC-based payments for eligible debit cards and devices.
13. The solution shall generate alerts/notification for terminal downtime, communication failures, abnormal transaction patterns etc.
14. The Bidder shall manage terminal maintenance including preventive and corrective maintenance, software upgrades, security patches, replacement of faulty devices, availability of spare terminals, management of consumables, and field visits, all within defined SLAs.

#### **Scope for Payment Aggregator Service**

15. The successful Bidder shall integrate, configure, test, and commission the POS terminals with the Payment Aggregator solution to enable end-to-end payment acceptance, in accordance with the Bank's rollout plan and timelines.
16. The Payment Aggregator shall provide secure, documented APIs for status inquiry of transaction, transaction reference number, reporting etc.
17. No customer biometric data, user credentials, internal Bank identifiers, or sensitive application metadata shall be shared with the Payment Aggregator. The Payment Aggregator shall not enrich, infer, or persist any additional data beyond what is contractually required for transaction processing, settlement, and regulatory reporting.
18. UPI transactions shall support synchronous authorization responses and mandatory status inquiry mechanisms as per NPCI guidelines for resolution of pending, timed-out, or disputed transactions.

19. For card transactions, the Payment Aggregator shall return immediate, real-time synchronous authorization responses (approved/declined) wherever the network response is successfully received. In case of timeout or technical failure, the Payment Aggregator shall return an explicit “unknown/technical failure” status and shall support real-time transaction status inquiry and reversal handling for resolution. Batch-based authorization, deferred confirmation, or store-and-forward authorization mechanisms shall not be permitted.
20. The Bidder shall perform daily reconciliation of all Payment Aggregator transactions (excluding cash) and shall ensure that all transactions are operationally reconciled and moved out of pending/indeterminate status within agreed T+1 timeline.
21. The Bidder shall ensure settlement of all successfully completed transactions and credit of funds to the Bank’s designated account within T+1 timeline.
22. The Bidder shall provide T+1 transaction reports in the format and delivery mechanism prescribed by the Bank, including separate reporting for: (i) successfully authorized and settled transactions, (ii) authorized but not yet settled transactions, (iii) reversals (including reversals after authorization), and (iv) failed/declined transactions. Only successfully settled transactions shall form part of settlement files.
23. The Bidder shall provide daily, weekly, monthly, and ad-hoc reports, including but not limited to:
  - Transaction volumes and values
  - Success and failure ratios
  - Settlement and reconciliation status
  - Exception and reversal reports
  - SLA and uptime performance
24. The Bidder shall support dispute and chargeback management in compliance with card scheme and NPCI guidelines, including provision of transaction evidence, logs, and coordination support, and shall work with the Bank throughout the dispute lifecycle as per the roles and responsibilities defined under the applicable scheme rules.
25. The Bidder shall ensure ongoing compliance with RBI, NPCI, card scheme, and statutory / regulatory guidelines, including updates issued from time to time, at no additional cost to the Bank.

#### **Common Scope for Bidder (Binds POS Terminal + Payment Aggregator)**

26. No transaction shall be initiated unless user authentication is successfully completed. In the event of session timeout, abnormal termination, or system restart, the application shall enforce re-authentication prior to initiating new transactions, while ensuring appropriate handling and reconciliation of any in-progress transactions. Each transaction shall be uniquely mapped to the authenticated user and maintained in transaction logs and reports for audit and reconciliation purposes.

27. The Bidder shall be responsible for end-to-end activation, including terminal personalization, branch mapping, network connectivity, switch routing configuration, complying with all functional, technical, and security requirements, reconciliation and settlement process as per the Bank's requirement.
28. Complete commissioning shall be deemed successful only upon certification by the Bank that the terminals and payment aggregation services are fully operational.
29. Cash transactions initiated through the POS application shall be transmitted exclusively to the Bank's backend systems via secure Bank-hosted APIs. Under no circumstances shall cash transaction data be processed by, stored within, or routed through the Payment Aggregator's systems, except for network transport at the terminal level where applicable.
30. Reconciliation, settlement, and reporting of cash transactions shall remain the sole responsibility of the Bank. The Bidder's responsibility shall be limited to ensuring reliable capture and secure transmission of cash transaction data to the Bank systems.
31. The Payment Aggregator and associated payment applications shall comply with applicable PCI DSS, PCI PTS and PCI Secure Software Framework (PCI SSF) requirements, as relevant to their respective roles.
32. Communication between the payment collection application and the Payment Aggregator shall be restricted to a minimal, predefined set of transaction parameters (unique reference number and transaction amount) required for payment authorization and confirmation.
33. All card and UPI transactions shall be processed through real-time online authorization. The POS application and Payment Aggregator shall not initiate offline approvals, deferred transaction submission, or batch-based authorization.
34. The Bidder shall ensure high availability of transaction processing, including authorization, reversals, settlement, reconciliation, and exception handling, in line with Statutory / Regulatory , card scheme timelines and the SLAs defined under this RFP.
35. The solution shall provide a centralized, web-based dashboard for transaction and device management including but not limited to:
  - Settlement and reconciliation queries
  - Transaction failures or reversals
  - Terminal or application issues
  - Network or connectivity incidents
  - Service requests and complaints
36. The Bidder shall provide a dedicated 24x7 centralized helpdesk / web portal to address transaction failures or reversals (as per regulatory guidelines), settlement and

reconciliation queries, terminal issues, network or connectivity incidents, and service requests. The helpdesk shall operate with a defined escalation matrix.

37. The Bidder shall coordinate deployment schedules with the Bank, provide on-site and/or remote training to Bank staff, and support migration of existing users and terminals, if any, ensuring zero service disruption and reconciliation closure.
38. The Bidder shall cooperate with the Bank, auditors, regulators, and inspecting authorities by providing logs, reports, certifications, and terminal access as required.
39. Any failure to meet the obligations under this Detailed Scope of Work shall be treated as a material breach of contract, subject to penalties, service credits, or termination as per the terms of the RFP.

**Annexure – C**

**Bidder Details**

| S.No | Particulars                                                                                                                                                                                                                                   | Details |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1    | Name Nature of ownership Proprietary /Partnership.<br>Name of the owner/partners.                                                                                                                                                             |         |
| 2    | In case of Limited company, date of Incorporation and / or commencement of business<br><br><b>(Necessary proof to be enclosed with the caption of line item No: Annexure C, 2)</b>                                                            |         |
| 3    | Certificate of incorporation / Date of commencement of business                                                                                                                                                                               |         |
| 4    | Brief description of the bidder including details of its main line of business<br><br><b>(if required separate enclosure mentioning the line item No: as (Annexure C, 4) may be attached)</b>                                                 |         |
| 5    | Company website URL                                                                                                                                                                                                                           |         |
| 6    | Particulars of the Authorized Signatory of the bidder <ul style="list-style-type: none"> <li>• Name</li> <li>• Designation</li> <li>• Address</li> <li>• Phone Number (Landline)</li> <li>• Mobile Number</li> <li>• Email Address</li> </ul> |         |
| 7    | Enclose necessary authorization/resolution letter for the authorized person.<br><br>(In case of Proprietary concern, if proprietor himself executed the bid document the authorization letter may not require)                                |         |

**Signature and Seal of Firm/Company**

## Annexure – D

### Bidder's Eligibility Criteria

The bidders meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

#### Name of the Bidder: -

| Sl. No. | Eligibility Criteria                                                                            | Compliance (Yes/No) | Documents to be Submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------|-------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | The bidder must be an Indian firm/company/organization registered under applicable Act in India |                     | <p>Necessary proof of constitution and ownership,</p> <p>For Proprietorship - RC, GST &amp; etc. (If the Person authorised to deal with this RFP is other than the proprietor a separate authorization letter is required)</p> <p>For Partnership concern - RC, GST, partnership deed, Authorization letter to a person to deal with this RFP.</p> <p>For Private Limited company: Certificate of Incorporation, Memorandum &amp; Articles of Association, resolution for authorised person to deal with this RFP.</p> <p>For Limited company- Certificate of Incorporation, Commencement of Business, Memorandum &amp; Articles of Association, resolution for authorised person to deal with this RFP.</p> |
| 2       | Bidder must be a company / firm registered in India under applicable law                        |                     | Certificate of Incorporation / Registration / GST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|    |                                                                                                                               |  |                                                                                                                                                                                                                                                                                   |
|----|-------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3  | Bidder must have minimum 3 years experience in deployment and support of POS / payment transaction solutions                  |  | Work orders / client certificates                                                                                                                                                                                                                                                 |
| 4  | Bidder must have deployed minimum live POS base as prescribed by Bank (recommended: 5000 terminals or above)                  |  | Client certificate / self-certified deployment list                                                                                                                                                                                                                               |
| 5  | Bidder must have annual turnover of minimum ₹2 Crore in any 2 of last 3 financial years                                       |  | Audited Financial statements for the financial years 2023 - 2024, 2024 – 2025 and 2025 - 2026. In case Audited balance sheets not available for 2025 - 2026, then Unaudited Balance sheet for the year certified by CA.                                                           |
| 6  | Bidder must have positive net worth and profit in at least 2 of last 3 financial years                                        |  | Copy of the audited Balance sheet and/or Certificate of the Chartered Accountant for preceding two out of three years where profit was made.                                                                                                                                      |
| 7  | Bidder must be RBI-authorized Payment Aggregator OR have valid tie-up with RBI-authorized Payment Aggregator                  |  | Authorization / agreement copy                                                                                                                                                                                                                                                    |
| 8  | Bidder / OEM must provide field support capability across South India                                                         |  | Support office details and escalation contacts                                                                                                                                                                                                                                    |
| 9  | Bidder must provide 24x7 centralized helpdesk support                                                                         |  | Self- Declaration on Bidder's letter head with full office address signed by authorized signatory.                                                                                                                                                                                |
| 10 | Bidder / OEM must have valid OEM authorization for offered POS device                                                         |  | Manufacturer Authorization Form                                                                                                                                                                                                                                                   |
| 11 | Details of Merger/ Amalgamation (if any)                                                                                      |  | Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. |
| 12 | Client references and contact details (email/landline/mobile) of customers for whom the bidder has executed similar projects. |  | Necessary document proof (Work order/Invoice copies etc.,) to be enclosed.                                                                                                                                                                                                        |
| 13 | Past/present litigations disputes, if any                                                                                     |  | If Yes, Brief details of litigations, disputes, if any are to be given on Company's letter head.                                                                                                                                                                                  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                    |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------|
| 14 | Bidder must not be blacklisted by any PSU / Bank / Government institution during last 3 years                                                                                                                                                                                                                                                                                                                             |  | Self- Declaration on Bidder's letter head with full office address signed by authorized signatory. |
| 15 | Bidder shall comply with RBI / NPCI / PCI standards                                                                                                                                                                                                                                                                                                                                                                       |  | Self- Declaration on Bidder's letter head with full office address signed by authorized signatory. |
| 16 | The bidder of a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (DPIIT). While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. |  | Annexure -J                                                                                        |

**Signature with designation and Seal**

## **Annexure – E**

### **SLA terms and Penalties**

#### **SLA Conditions**

- The Bidder shall maintain adequate standby / spare terminals to ensure uninterrupted service in the event of terminal failure, replacement, or prolonged repair.
- Hardware terminal troubleshooting must be resolved within 0 to 8 hours. If a resolution is not achieved within this timeframe, a replacement or permanent fix must be provided within the next 24 hours
- If the same terminal reports recurring faults more than three times during the contract period, the Bidder shall mandatorily replace the terminal with a new or equivalent terminal at no additional cost to the Bank.
- Any penalty arising out of SLA breaches shall be recoverable by the Bank through deduction from the monthly payable invoice or any other amount due to the Bidder.
- The aggregate penalty applicable for SLA breaches in any month may extend up to a maximum of 10% of the monthly payable amount.
- Any loss, damage, theft, or deterioration of POS terminals after installation shall be repaired or replaced at the Bank's expense, based on mutually agreed charges.

#### **Transaction Liability**

- The Bidder shall remain fully responsible for transaction-related operational deficiencies attributable to its systems, including duplicate debit cases, unresolved reversals, settlement mismatches, and delays in reconciliation.
- The Bidder shall ensure timely resolution of such cases within applicable regulatory and contractual timelines and shall provide necessary transaction evidence, logs, and corrective action support whenever required by the Bank.

**The following aspects interalia shall form part of the Contract / SLA to be executed between the bank and the successful Vendor Penalties and SLA terms**

| Sl. No. | Service Parameter                                                                                              | SLA Requirement                                                                                                                                                                                                                                                                                                                                                                                          | Penalty                                                                                                                 |
|---------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| 1       | Terminal installation and commissioning after location readiness                                               | As per delivery terms                                                                                                                                                                                                                                                                                                                                                                                    | 1% of monthly rental value of affected terminal(s) per day of delay, subject to a maximum of 10%.                       |
| 2       | Initial response for complaint / remote diagnosis                                                              | Within 4 hours                                                                                                                                                                                                                                                                                                                                                                                           | 1% of monthly rental value of affected terminal(s) per instance of SLA breach, subject to a maximum of 10% per month.   |
| 3       | Remote resolution of SIM / software / Payment gateway-related issues, Application Dashboard / reporting outage | Within 24 hours                                                                                                                                                                                                                                                                                                                                                                                          | 1.5% of monthly rental value of affected terminal(s) per instance of SLA breach, subject to a maximum of 10% per month. |
| 4       | Hardware Terminal Fault Resolution                                                                             | Initial Resolution Window: A definitive fix must be applied within twenty-four (24) hours from the time of incident logging<br><br>Escalation / Replacement Window: If unresolved within the initial 24-hours, a fully functional replacement unit or permanent fix must be delivered within forty-eight (48) hours for Tier 1 & 2 locations and within Seventy-two (72) hours for Tier 3 & 4 locations. | 2% of monthly rental value of affected terminal(s) per day of delay beyond SLA, subject to a maximum of 10%.            |

**Annexure – F**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Chennai between:

REPCO Bank constituted under the \_\_\_\_\_ Act, \_\_\_\_\_, having its Corporate Office at Chennai (hereinafter referred to as “the bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And whereas

- \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the bank and other related tasks.
- For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

**Confidential Information and Confidential Materials:**

- “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to

Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

- "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

#### **Restrictions:**

- Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor, then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the bank an undertaking in similar terms to the provisions of this clause.
- Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - The statutory auditors of the bank and interested parties and deems it fit.
  - Regulatory authorities regulating the affairs of the bank and inspectors and supervisory bodies thereof
- The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

- Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

#### **Rights and Remedies:**

- Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- Suspension of access privileges
- Change of personnel assigned to the job
- Financial liability for actual, consequential or incidental damages
- Termination of contract
- Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### **Miscellaneous:**

- All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever

in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

- The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Chennai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

#### **Suggestions and Feedback:**

- Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any

confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of 2026 at \_\_\_\_\_  
(Month) (Place)

For and on behalf of \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

**Annexure – G**

**PRE-BID QUERY FORMAT**  
(To be provided strictly in MS-Excel format)

| Vendor Name | S.No | RFP Page No. | RFP Clause No. | Existing Clause | Query/Suggestions |
|-------------|------|--------------|----------------|-----------------|-------------------|
|             |      |              |                |                 |                   |
|             |      |              |                |                 |                   |
|             |      |              |                |                 |                   |

**Annexure – H**

**MANUFACTURER'S AUTHORIZATION FORM**

Date:

To,  
REPCO Bank  
Chennai

Dear Sir:

Ref: RFP No. \_\_\_\_\_ dated \_\_/\_\_/\_\_

- We, who are established and reputable manufacturers/producer of \_\_\_\_\_ having factories/development facilities at (address of factory/facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Agent) to submit a bid, and sign the contract with you against the above bid invitation.
- We hereby extend our full warranty/ support for the Solution, Products and services offered by the above firm against this bid Invitation.
- We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:
- Such Products as the bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty/support obligations under the Contract; and in the event of termination of production of such Products:
- advance notification to the bank of the pending termination, in sufficient time to permit the bank to procure needed requirements; and
- following such termination, furnishing at no cost to the bank, operations manuals, standards, and specifications of the Products, if requested.
- We duly authorise the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The bidder in its bid should include it.*

**Annexure – I**

**CONTRACT FORM**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Between  
REPCO Bank Ltd., (**hereinafter called "the Bank"**) of the one part and  
\_\_\_\_\_(Name of Supplier) of \_\_\_\_\_ (City and Country  
of Supplier) (**hereinafter called "the Vendor"**) of the other part:

WHEREAS the Purchaser invited Bids for Supply, Installation, Commissioning, Integration, Operation and Maintenance of POS terminals (on rental basis) with Integrated Payment Aggregator Services for Repco Bank and has accepted a Bid by the supplier for the supply of POS terminals (on rental basis) 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 Proposal Form and the Price Schedule submitted by the Bidder;
  - b. Schedule of Requirements;
  - c. Technical Specifications;
  - d. Terms and Conditions of Contract;
  - e. Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Vendor as hereinafter mentioned, the Vendor 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 Bank hereby covenants to pay the Vendor 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 Products and Accessories which shall be supplied / provided by the Supplier are as under:

| Sl. No. | Description                                                                                                                                                                                                                                                                                                  | Unit |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1       | Monthly rental per POS terminal inclusive of installation/commissioning charges, SIM / communication charges (1 GB per month), replacement terminal cost, preventive/corrective maintenance, terminal accessories/consumables (if any), and dashboard/terminal monitoring support (Per terminal / Per month) |      |
| 2       | Debit Card MDR (Percentage (%) per transaction)                                                                                                                                                                                                                                                              |      |
| 3       | UPI transaction charges (Percentage (%) per transaction)                                                                                                                                                                                                                                                     |      |

### Contract Conditions

The Bidder shall remain fully responsible for uninterrupted operational service, support, maintenance, and performance of the complete solution throughout the contract period.

All POS terminals, accessories, communication components, and associated hardware supplied under the rental model shall remain the property of the Bidder during the entire contract period.

The Bank shall have the right to operational use of the supplied terminals solely for the intended business purpose during the contract period and shall not acquire ownership rights over the rented assets unless otherwise specifically agreed.

The Bidder shall remain fully responsible for transaction settlement, reconciliation support, and resolution of payment-related exceptions in accordance with the terms of this RFP.

The Bidder shall mandatorily replace defective, failed, or repeatedly malfunctioning terminals within the SLA timelines prescribed under the contract.

Upon expiry, termination, or closure of the contract, the Bidder shall provide necessary exit support, including orderly withdrawal, transition assistance, reconciliation closure, and continuity support as required by the Bank.

**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 the Bank)

in the presence of: \_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_. (For the Vendor)

in the presence of: \_\_\_\_\_

## Annexure – J

### Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India

(To be submitted by bidders on their letters head)

To  
REPCO Bank,  
Chennai.

Dear Sir,

1. I/We certify that..... (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders/ revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/ We certify that..... (Name of the bidder)
- i. is not from a country sharing land border with India, or
  - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
  - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
  - iv. is from a country sharing land border with India where government of India is engaged in development projects

**(Strike out whichever of the above is not applicable)**

I / We further certify that ..... (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above refer Office Memorandum and its subsequent orders/ revision.

I/ We know and understood that, if this Declaration / Undertaking / Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Retention Amount and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:  
Place:

## Annexure – K

### State wise Location Details:

| S.No. | State      | Branch Name              |
|-------|------------|--------------------------|
| 1     | Tamil Nadu | Adyar                    |
| 2     | Tamil Nadu | Ariyalur                 |
| 3     | Tamil Nadu | Ashok Nagar              |
| 4     | Tamil Nadu | Attur                    |
| 5     | Tamil Nadu | Avadi                    |
| 6     | Tamil Nadu | Coimbatore Saibabacolony |
| 7     | Tamil Nadu | Chengalpet               |
| 8     | Tamil Nadu | Chennai Corp             |
| 9     | Tamil Nadu | Coimbatore Corp          |
| 10    | Tamil Nadu | Coimbatore               |
| 11    | Tamil Nadu | Coonoor                  |
| 12    | Tamil Nadu | Cuddalore                |
| 13    | Tamil Nadu | Devakottai               |
| 14    | Tamil Nadu | Dhamapuri                |
| 15    | Tamil Nadu | Dindigul                 |
| 16    | Tamil Nadu | Erode                    |
| 17    | Tamil Nadu | George Town              |
| 18    | Tamil Nadu | Gobichettypalayam        |
| 19    | Tamil Nadu | Gudalur                  |
| 20    | Tamil Nadu | Hosur                    |
| 21    | Tamil Nadu | Karaikal                 |
| 22    | Tamil Nadu | Karaikudi                |
| 23    | Tamil Nadu | Karur                    |
| 24    | Tamil Nadu | Kothagiri                |
| 25    | Tamil Nadu | Kovilpatti               |
| 26    | Tamil Nadu | Krishnagiri              |
| 27    | Tamil Nadu | Kumbakonam               |
| 28    | Tamil Nadu | Madurai                  |
| 29    | Tamil Nadu | Madurai North            |
| 30    | Tamil Nadu | Madurai South            |
| 31    | Tamil Nadu | Melur                    |
| 32    | Tamil Nadu | Mettupalayam             |
| 33    | Tamil Nadu | Nagapatinam              |
| 34    | Tamil Nadu | Nagarkoil                |
| 35    | Tamil Nadu | Namakkal                 |
| 36    | Tamil Nadu | Nanganallur              |
| 37    | Tamil Nadu | Ooty                     |
| 38    | Tamil Nadu | Padi                     |
| 39    | Tamil Nadu | Pallavaram               |
| 40    | Tamil Nadu | Pandalur                 |
| 41    | Tamil Nadu | Pattukottai              |
| 42    | Tamil Nadu | Peramblur                |
| 43    | Tamil Nadu | Pollachi                 |

| S.No. | State         | Branch Name               |
|-------|---------------|---------------------------|
| 56    | Tamil Nadu    | Tenkasi                   |
| 57    | Tamil Nadu    | Thanjavur                 |
| 58    | Tamil Nadu    | Theni                     |
| 59    | Tamil Nadu    | Thudiyalur                |
| 60    | Tamil Nadu    | Tiruchengode              |
| 61    | Tamil Nadu    | Tirunelveli               |
| 62    | Tamil Nadu    | Tirunelveli Town          |
| 63    | Tamil Nadu    | Tiruppur                  |
| 64    | Tamil Nadu    | Tiruppur P N Road         |
| 65    | Tamil Nadu    | Tiruvallur                |
| 66    | Tamil Nadu    | Tiruvannamalai            |
| 67    | Tamil Nadu    | Tondiarpet                |
| 68    | Tamil Nadu    | Trichy                    |
| 69    | Tamil Nadu    | Trichy Cantonment         |
| 70    | Tamil Nadu    | Tuticorin                 |
| 71    | Tamil Nadu    | Vallioor                  |
| 72    | Tamil Nadu    | Valparai                  |
| 73    | Tamil Nadu    | Velacherry                |
| 74    | Tamil Nadu    | Vellore                   |
| 75    | Tamil Nadu    | Villupuram                |
| 76    | Tamil Nadu    | Virudhunagar              |
| 77    | Tamil Nadu    | Vyasarpadi                |
| 78    | Tamil Nadu    | Coimbatore Ramanathapuram |
| 79    | Tamil Nadu    | Perumbakkam               |
| 80    | Tamil Nadu    | Porur                     |
| 81    | Tamil Nadu    | Tiruvarur                 |
| 82    | Tamil Nadu    | Virugambakkam             |
| 83    | Tamil Nadu    | Kancheepuram              |
| 84    | Tamil Nadu    | Mayiladuthurai            |
| 85    | Tamil Nadu    | Chennai Arm               |
| 86    | Tamil Nadu    | Head Office               |
| 87    | Andra Pradesh | Guntur                    |
| 88    | Andra Pradesh | Kakinada                  |
| 89    | Andra Pradesh | Nellore                   |
| 90    | Andra Pradesh | Rajamahendravaram         |
| 91    | Andra Pradesh | Vijayawada One Town       |
| 92    | Andra Pradesh | Vizag                     |
| 93    | Andra Pradesh | Vizag Shanthi Nagar       |
| 94    | Andra Pradesh | Chittoor                  |
| 95    | Andra Pradesh | Tirupati                  |
| 96    | Andra Pradesh | Vijayawada                |
| 97    | Telangana     | Hyderabad                 |
| 98    | Karnataka     | Banashankari              |

|    |            |                |     |           |                |
|----|------------|----------------|-----|-----------|----------------|
| 44 | Tamil Nadu | Puducherry     | 99  | Karnataka | Bangalore      |
| 45 | Tamil Nadu | Pudukottai     | 100 | Karnataka | Halasuru       |
| 46 | Tamil Nadu | Purasaiwalkam  | 101 | Karnataka | Mangalore      |
| 47 | Tamil Nadu | Rajapalayam    | 102 | Karnataka | Mysore         |
| 48 | Tamil Nadu | Ramanathapuram | 103 | Karnataka | Sullia         |
| 49 | Tamil Nadu | Rasipuram      | 104 | Karnataka | Yelahanka      |
| 50 | Tamil Nadu | Redhills       | 105 | Karnataka | Bangalore Corp |
| 51 | Tamil Nadu | Salem          | 106 | Kerala    | Palakad        |
| 52 | Tamil Nadu | Sivagangai     | 107 | Kerala    | Punalur        |
| 53 | Tamil Nadu | Sivakasi       | 108 | Kerala    | Trivandrum     |
| 54 | Tamil Nadu | T Nagar        | 109 | Kerala    | Kulathupuzha   |
| 55 | Tamil Nadu | Tambaram       |     |           |                |

Branch address details are available in our website: [www.repcobank.com](http://www.repcobank.com)

## Appendix – 01

### Technical Specifications

*[For each Product and Category, necessary Document proof such as Data sheet/Product brochures against each compliance has to be submitted as evidence for Technical Evaluation]*

| Sl. No. | Component / Feature       | Specification                                       | Compliance (Yes/No) |
|---------|---------------------------|-----------------------------------------------------|---------------------|
| 1       | CPU                       | Minimum Quad-core ARM                               |                     |
| 2       | RAM                       | Minimum 4 GB                                        |                     |
| 3       | Flash Storage             | Minimum 32 GB Flash                                 |                     |
| 4       | Operating System          | Android 10 or higher                                |                     |
| 5       | Display                   | Minimum 5" HD touchscreen (720x1280 or higher)      |                     |
| 6       | Touch Input               | Capacitive full Touch Screen                        |                     |
| 7       | SIM Slots                 | Minimum 1 slot                                      |                     |
| 8       | eSIM                      | Optional                                            |                     |
| 9       | SAM Slot                  | Minimum 1                                           |                     |
| 10      | Communication - Cellular  | should support 4G LTE, 3G, 2G                       |                     |
| 11      | Communication - Wireless  | Wi-Fi 2.4GHz / 5GHz, Bluetooth 4.2 or higher        |                     |
| 12      | GPS                       | GPS – Mandatory                                     |                     |
| 13      | Battery                   | Minimum 2500 mAh                                    |                     |
| 14      | Battery Backup            | Minimum 24 Hours standby                            |                     |
| 15      | Camera - Rear             | Minimum 5 MP camera or higher, 1D & 2D code reading |                     |
| 16      | Camera - Front            | Optional                                            |                     |
| 17      | Audio                     | 1 Buzzer, 1 Speaker, 1 Microphone                   |                     |
| 18      | Printer                   | Thermal Printer                                     |                     |
| 19      | Paper Type                | Thermal paper supported , Paper width minimum 55 mm |                     |
| 20      | Card Reader - Magnetic    | Magnetic stripe card reader                         |                     |
| 21      | Card Reader - Smart Card  | EMV Chip card reader                                |                     |
| 22      | Card Reader - Contactless | Contactless card reader                             |                     |
| 23      | Buttons                   | Power button, Volume +/-                            |                     |
| 24      | Peripheral Ports          | 1 x USB Type-C                                      |                     |
| 25      | Charger                   | Power adaptor with cable                            |                     |
| 26      | Fingerprint Sensor        | FAP 10 / MARC 11 / Integrated Fingerprint Scanner   |                     |

|    |                                |                                                                     |  |
|----|--------------------------------|---------------------------------------------------------------------|--|
| 27 | Base / Dock                    | Optional                                                            |  |
| 28 | Security Certification         | PCI PTS 6.x/7.x SRED standards                                      |  |
| 29 | EMV Certification              | EMV L1 & L2, EMV Contactless L1                                     |  |
| 30 | Card Scheme Certification      | UPI qUICS, TQM, CB/BIS, RoHS, CE, Google GMS, RuPay, BQB (Optional) |  |
| 31 | Contactless Certification      | Visa payWave, MasterCard Contactless                                |  |
| 32 | Remote Management              | MDM features                                                        |  |
| 33 | Environmental - Operating Temp | 0°C–45°C                                                            |  |
| 34 | Environmental - Storage Temp   | -20°C to 60°C                                                       |  |
| 35 | Tamper Protection              | Tamper detection, PCI-PTS                                           |  |
| 36 | Weight                         | Not higher than 550 g                                               |  |

## COMMERCIAL PROPOSAL

The Price Proposal needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“COMMERCIAL PROPOSAL FOR SUPPLY, INSTALLATION, COMMISSIONING, INTEGRATION, OPERATION AND MAINTENANCE OF POS TERMINALS (ON RENTAL BASIS) WITH INTEGRATED PAYMENT AGGREGATOR SERVICES FOR REPCO BANK IN RESPONSE TO THE RFP NO: RFP/09/PPD/2026-27 DATED 27.07.2026”**.

Name of the Bidder: \_\_\_\_\_

### Commercial Evaluation Parameters (Terminal Quantity and Contract Period Basis)

| Sl. No. | Parameter               | Value for Evaluation |
|---------|-------------------------|----------------------|
| 1       | Number of POS terminals | 250 Nos.             |
| 2       | Contract period         | 36 months            |

Commercial evaluation shall be carried out on **Total Cost of Ownership (TCO)** basis by combining the commercial impact of POS terminal rental and payment aggregator charges over the full contract period.

The TCO shall be calculated using the following formula:

TCO Formula: **TCO = A + B**

Where: A = POS Terminal Cost

| Sl. No. | Description                                                                                                                                                                                                                                                                       | Quantity | Charges (Per terminal / Per month) | Total Charges |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------|---------------|
| 1       | Monthly rental per POS terminal inclusive of installation/commissioning charges, SIM / communication charges (1 GB per month), replacement terminal cost, preventive/corrective maintenance, terminal accessories/consumables (if any), and dashboard/terminal monitoring support | 250      |                                    |               |
| 2       | Additional Data charges per GB per month per terminal                                                                                                                                                                                                                             | 250      |                                    |               |
| 3       | One Time Charges(if any)                                                                                                                                                                                                                                                          |          |                                    |               |
|         | <b>Total (A)</b>                                                                                                                                                                                                                                                                  |          |                                    |               |

B = Payment Aggregator Cost

| Sl. No. | Description                       | Transaction Amount (Obtained for calculation purpose) per Month | Charges in % | Amount |
|---------|-----------------------------------|-----------------------------------------------------------------|--------------|--------|
| 1       | Debit Card (Others) up to Rs.2000 | 1,00,000                                                        |              |        |
| 2       | Debit Card (Others) above Rs.2000 | 1,00,000                                                        |              |        |
| 3       | Rupay Debit Card up to Rs.2000    | 1,00,000                                                        |              |        |
| 4       | Rupay Debit Card above Rs.2000    | 1,00,000                                                        |              |        |
| 5       | UPI Transaction Charges           | 1,00,000                                                        |              |        |
|         | <b>Total (B)</b>                  |                                                                 |              |        |
|         | <b>Grand Total (A+B)</b>          |                                                                 |              |        |

Grand Total in Words: \_\_\_\_\_

Calculation for B:

**Debit Card = Projected Transaction Amount per Month x Charges in %**

**UPI Transaction Charges = Projected Transaction Amount per Month x Charges in %**

All incidental and ancillary services related to settlement processing, reconciliation/reporting support, dispute and chargeback handling, and dashboard/MIS reporting shall be deemed to be included in the quoted commercial rates.

**The Projected Transaction Amount per Month specified above are purely for notional estimates provided solely for commercial evaluation purposes; they do not represent a minimum volume guarantee or actual transaction commitments by the Bank for debit card and UPI transactions.**

The above price should cover onsite comprehensive support with 24X7X365 4 hours Response.

**Seal & Signature of Bidder:**

**Name:**

**Business Address**

***All prices quoted should be exclusive of GST and TCS only.***

ANNEXURE – L

Suggested order of enclosures for bid submission

| Suggested order of enclosures for Bid Submission |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S.No                                             | List of Documents to be enclosed in the proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>ENVELOPE-I (Technical Proposal)</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1                                                | Two separate envelopes for Technical and Commercial Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2                                                | Bid Form [ On Company's Letter Head] - <b>Annexure - A (Refer to Page No. 39)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3                                                | Application Fee Rs. 2,360/- (including GST) DD/Banker's cheque in favour of Repco Bank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4                                                | EMD Rs.5,00 000 /- DD in favour of Repco Bank Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5                                                | Copy of Board Resolution/Authorisation letter showing, that the signatory has been duly authorised to sign the bid document. <b>(Refer to Page No. 13)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6                                                | Signature in all pages of RFP document by the authorised person(including Annexures) <b>(Refer to Page No. 13)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7                                                | Masked copy of Commercial Bid Format in Appendix - 02 with the corresponding technical Bid <b>with the price column of the Commercial Bid Format blanked out.</b><br>A tick mark shall be provided against each item of the Commercial Bid Format to indicate that there is a quote against this item in the Commercial Bid. <b>(Refer to Page No. 13)</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8                                                | Bidders Details <b>Annexure - C</b> on bidder's letter head. <b>(Refer to Page No. 46)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9                                                | Bidder's Eligibility criteria <b>Annexure - D</b> on bidder's letter head. <b>(Refer to Page No.47)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 9.1                                              | <b>Firm/Company Registration Details</b><br>Necessary proof of constitution and ownership, for eg. For Proprietorship - RC, GST & etc. (If the Person authorised to deal with this RFP is other than the proprietor a separate authorization letter is required)<br>For Partnership concern - RC, GST, partnership deed, Authorization letter to a person to deal with this RFP.<br>For Private Limited company: Certificate of Incorporation, Memorandum & Articles of Association, resolution for authorised person to deal with this RFP.<br>For Limited company- Certificate of Incorporation, Commencement of Business, Memorandum & Articles of Association, resolution for authorised person to deal with this RFP.<br>For others – as applicable. <b>(Refer to Page No. 47)</b> |
| 9.3                                              | Bidder must have minimum 3 years' experience in deployment and support of POS / payment transaction solutions <b>(Refer to Page No.48)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                          |                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.4                                      | Bidder must have deployed minimum live POS base as prescribed by Bank (recommended: 5000 terminals or above) <b>(Refer to Page No.48)</b>                                                                                                                                                                                                         |
| 9.5                                      | <b>Minimum annual Turnover of 2 Cr. During any two out of last three financial years</b><br>Audited Financial statements for the financial years 2023 – 2024, 2024 – 2025 and 2025 – 2026. In case Audited balance sheets not available for 2025 – 2026, then Unaudited Balance sheet for the year certified by CA. <b>(Refer to Page No. 48)</b> |
| 9.6                                      | <b>Profit during any two out of last three financial years</b><br>Copy of the audited Balance sheet and/or Certificate of the Chartered Accountant for preceding two out of three years where profit was made. <b>(Refer to Page No. 48)</b>                                                                                                      |
| 9.7                                      | Bidder must be RBI-authorized Payment Aggregator OR have valid tie-up with RBI-authorized Payment Aggregator <b>(Refer to Page No.48)</b>                                                                                                                                                                                                         |
| 9.8                                      | Bidder / OEM must provide field support capability across South India <b>(Refer to Page No.48)</b>                                                                                                                                                                                                                                                |
| 9.9                                      | Bidder must provide 24x7 centralized helpdesk support <b>(Refer to Page No.48)</b>                                                                                                                                                                                                                                                                |
| 9.10                                     | Authorization letter from OEM for supply of the product mentioned in RFP as per <b>Annexure-H. (Refer to Page No.58)</b>                                                                                                                                                                                                                          |
| 9.11                                     | Details of Merger/Amalgamation if any. <b>(Refer to Page No. 48)</b>                                                                                                                                                                                                                                                                              |
| 9.12                                     | Client References <b>(Refer to Page No.48)</b>                                                                                                                                                                                                                                                                                                    |
| 9.13                                     | Details of Past/Present Litigations if any <b>(Refer to Page No.48)</b>                                                                                                                                                                                                                                                                           |
| 9.14                                     | Self-Declaration in Company's letter head of not being black listed for last three years. <b>(Refer to Page No.49)</b>                                                                                                                                                                                                                            |
| 9.15                                     | Bidder shall comply with RBI / NPCI / PCI standards <b>(Refer to Page No.49)</b>                                                                                                                                                                                                                                                                  |
| 9.16                                     | Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India as per <b>Annexure – J. (Refer to Page No.61)</b>                                                                                                                                                                                            |
| 10                                       | Technical specifications as per <b>Appendix - 01 (Refer to Page No. 64)</b>                                                                                                                                                                                                                                                                       |
| <b>ENVELOPE-II (Commercial Proposal)</b> |                                                                                                                                                                                                                                                                                                                                                   |
| 11                                       | Commercial Proposal as per <b>Appendix - 02 (Refer to Page No. 66)</b>                                                                                                                                                                                                                                                                            |