



REQUEST FOR PROPOSAL FOR

**Design, Development, Integration &
Implementation of Android Application for
POS Machine and Web Application for its
Operation and Maintenance**

**RFP No: RFP/03/PPD/2026-27
Date: 25-06-2026**

S.No	Index	Page No.
Part – I		
1	Invitation to bid	4
2	Disclaimer	4
3	Definitions	5
4	Scope of work	6
5	Eligibility Criteria, Technical & Functional Specifications, BOM & Compliances	7
6	Cost of bidding	7
7	Clarifications and amendments on bidding document/Pre-bid Meeting	7
8	Contents of bid documents	8
9	Earnest Money Deposit	8
10	Bid preparation and submission	9
11	Deadline for submission of bids	12
12	Period of validity of bids	12
13	Bid integrity	12
14	Bidding process and opening of technical bids	12
15	Technical evaluation	13
16	REPCO Bank's right to accept any bid and to reject any or all bids	13
17	Documentary evidence establishing bidder's eligibility and Qualification	14
18	Evaluation of Commercial bids and finalization	14
19	Contacting the bank	14
20	Award criteria	15
21	No waiver of the bank's rights or successful bidder's liability	15
22	Change in orders	16
23	Contract amendment	16
24	Country of Origin / Eligibility of Goods & Services	16
25	Delivery, Deployment, implementation and Documentation	16
26	Services	18
27	Warranty /AMC	19
28	Compliance with IS Security Policy	20

29	Penalty/SLAs Condition	21
30	Right to verification	21
31	Purchase price	21
32	Sub-contracting	22
33	Payment Terms	22
34	Validity of agreement	23
35	Limitation of liability	23
36	Confidentiality	24
37	Delay in vendor performance	24
38	Vendor's obligations	24
39	Technical documentation	25
40	Patent/Intellectual Property Rights	26
41	Liquidated damages	26
42	Conflict of interest	26
43	Fraud and corrupt practices	27
44	Termination for default	27
45	Force majeure	28
46	Termination for insolvency	28
47	Termination for convenience	28
48	Disputes and arbitration	28
49	Governing language	29
50	Applicable law	29
51	Taxes and Duties	29
52	Tax deduction at sources	30
53	Right to use defective Software/Solution	30
54	Notices	30
PART –II		
55	Schedule of Events	31
56	Annexures	34
57	Suggested order of enclosures for bid submission	75

PART -I

1. Invitation to Bid:

1. REPCO Bank is a Government of India Enterprise, functioning with 108 Branches across the Southern States of India.
2. REPCO Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP”) from eligible bidders for Design, Development, Integration & Implementation of Android application for POS Machine and Web Application for its Operation and Maintenance.
3. A complete set of the bidding documents may be downloaded from our Bank’s website www.repcobank.com.
4. 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 shall be attached with the application at the time of submission of bidding document to the Bank.
5. All bids must be accompanied by Application Fee and EMD as specified in the bidding document and must be delivered at the above office on or before the specified date and time indicated in the RFP.
6. Bids will be opened in the presence of the bidder’s representatives present on the specified date and time.
7. Technically not qualified proposals will not be taken up for further process and no discussions / interface will be granted to such bidders.
8. REPCO Bank reserves the right to accept or reject in part or full any or all the proposals without assigning any reasons there for.

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 Contract Period/Warranty”** means five years from the day of project acceptance.
- **“The Services”** means those services ancillary to the design, development, supply, and implementation of the software solution, including but not limited to configuration, customization, integration, testing, deployment, data migration (if applicable), installation, commissioning, provision of technical assistance, user training, documentation, maintenance, upgrades, and ongoing support, along with all other obligations of the Vendor as covered under the Contract.
- **“The Project”** means the design, development, customization, integration, testing, deployment, implementation, and maintenance of the Android application for POS machines and the web-based application, including provision of support under warranty and annual maintenance contract (AMC), as required, for the entire contract period.
- **“Online server”** means the web server which will communicate with POS Android application.
- **“POS Android Application”** means the Android-based software application deployed on POS devices for carrying out designated business functions, transaction processing, user operations, and interaction with the online server as required by the Bank
- **“Agent”** (Daily Deposit collector) **means** the authorized individual, representative, or user designated by the Bank to access and use the POS machine for performing assigned activities, processing transactions, delivering services, and carrying out operations as permitted under the Bank’s policies and requirements.
- **“Web Portal”** means the web-based application designed for administration, monitoring, reporting, user management, configuration, and other functionalities of the POS machine required by the Bank as part of the solution.

4. Scope of Work:

- **As given in Annexure - B**
- The successful Bidder has to prepare SRS/Design Document based on the Scope of work by following **Threat modelling** process.
- The SRS/Design Document shall duly approved by Bank before starting software development.

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.
- The Bidders shall submit Bill of Materials(BOM) and compliance in accordance with Scope of Work
- 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 - H** (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 EMD of successful bidder will be discharged upon the bidder signing the Contract and delivery of all products as mentioned in Part II of this RFP in the format as agreeable to 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 execute the contract and deliver all software products/services within the time period specified in the RFP/Purchase Order, appropriate action as per the terms and conditions of the RFP may be initiated.
- 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)

The two envelopes containing the Technical Proposal and Commercial Proposal shall be separately sealed and placed together in a single outer NON-WINDOW envelope, duly sealed and superscribed as:

“PROPOSAL FOR DESIGN, DEVELOPMENT, IMPLEMENTATION, TESTING, DEPLOYMENT, SYSTEM INTEGRATION AND MAINTENANCE OF ANDROID AND WEB-BASED APPLICATION SOLUTION IN RESPONSE TO RFP NO: RFP/03/PPD/2026-27 DATED 25.06.2026

ENVELOPE-I (Technical Proposal)

The envelope shall be prominently superscribed as:

“TECHNICAL PROPOSAL FOR DESIGN, DEVELOPMENT, IMPLEMENTATION, TESTING, DEPLOYMENT, SYSTEM INTEGRATION AND MAINTENANCE OF ANDROID AND WEB-BASED APPLICATION SOLUTION IN RESPONSE TO RFP NO: RFP/03/PPD/2026-27 DATED 25.06.2026.”

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.3,00,000 /- 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.**
- 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 Support Team operating in Chennai.
- Audited balance sheets and profit and loss account statement as called in **Annexure-D.**
- Details or 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.
- Enclose Necessary Proof for experience executed in similar projects as called in **Annexure-D.**
- Functional and Technical Checklist as per **Appendix – 01**

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

ENVELOPE-II (Commercial Proposal)

The envelope shall be prominently super scribed as:

“COMMERCIAL PROPOSAL FOR DESIGN, DEVELOPMENT, IMPLEMENTATION, TESTING, DEPLOYMENT, SYSTEM INTEGRATION AND MAINTENANCE OF ANDROID AND WEB-BASED APPLICATION SOLUTION IN RESPONSE TO RFP NO: RFP/03/PPD/2026-27 DATED 25.06.2026.”

- 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 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:

- The technical evaluation of the proposed **software solution** will be carried out based on the technical details submitted in the prescribed bid formats. It may also include reference checks of similar software implementations and site visits, wherever deemed necessary
- The Committee appointed by the Bank reserves the right to evaluate the bids based on technical and functional parameters of the proposed **software solution**, including conducting site visits to the bidder's premises and witnessing live demonstrations of the system to verify functionalities, performance, response times, and related aspects.
- During evaluation and comparison of bids, the committee appointed by the Bank may, at its discretion ask the bidders for clarification on the bids received. The clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

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 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 support (warranty/annual maintenance contract, if desired) 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:
 - In case of any discrepancy between the unit price and the total price (calculated based on modules, features, or development components), the unit price shall prevail and the total price shall be corrected accordingly, unless the total price is lower. If the bidder does not accept such correction, the bid shall 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-F** and Non-Disclosure Agreement (wherever applicable), as per **Annexure - G** 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, Deployment, Implementation and Documentation:

- The vendor shall ensure secure handling, packaging, and transfer of all software deliverables, including source code, binaries, APIs, and related artifacts, during development, modification, and update activities. Necessary controls shall be in place to prevent any loss, corruption, or unauthorized access. The vendor shall also ensure that all software modifications are version-controlled, properly tested, and compatible across development, staging, and production environments, with secure deployment practices followed throughout.
- Development, deployment, and implementation of the software, including Android application and web application, shall be carried out by the vendor in accordance with the approved requirements, architecture, and specifications, and within the timelines specified in Part-II (Schedule of Events) of this document.

- Delivery and implementation shall be considered complete upon successful deployment and operationalization of the entire solution, including POS Android application, web application, backend services, APIs, databases, and all related components in the designated environments (UAT/Production) as specified in this RFP. The Bidder shall ensure all functionalities are working satisfactorily, resolve issues identified during implementation/testing, and hand over the complete source code and related documents to the Bank.
- The details of the documents to be furnished by the Vendor are specified hereunder:
- The SRS/Design Document shall duly approved by Bank before starting software development.
- Two copies of the Vendor's Invoice indicating description of software/services, modules/components, quantity (where applicable), unit price, and total amount.
- Delivery acknowledgement or sign-off confirming receipt of all software deliverables, including web application, Android application (APK/AAB), source code, APIs, and related components, in the designated environment.
- Certificate issued by the Bank upon successful deployment, implementation, and acceptance of the software/application/solution as per Annexure – E.
- Detailed documentation covering system architecture, installation, configuration, deployment procedures, and user manuals for the web and Android applications.
- Implementation and deployment report duly signed off by the Bank's Technical Team.
- Warranty/AMC Support certificate or document covering the software solution, including maintenance, updates, and support commitments from the vendor.
- Penalties as specified in Annexure – F shall be applicable for any delays or deficiencies in development, delivery, deployment, implementation, support, or warranty/AMC services related to the software, including web and Android applications. 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 software solution, including web application, Android application, and associated software components, the following shall apply: -
 - The vendor shall provide only genuine, licensed software components, frameworks, libraries, APIs, and tools, sourced either directly from the original publishers/

developers or their authorized representatives, in compliance with applicable licensing terms.

- The vendor shall ensure provision of fully licensed operating environments, system software, databases, middleware, and utility software required for the functioning of the web and Android applications. All software, whether developed in-house or procured from third parties, shall be duly licensed.
- In case the vendor proposes to use third-party software, libraries, SDKs, or APIs that are not proprietary, the vendor shall submit valid agreements, licenses, or authorization documents evidencing the right to use such components, including assurance of support from the respective providers for the entire contract period as required by the Bank.
- The bidder shall ensure that all software components, tools, and platforms used in the solution are covered under valid warranty/AMC support arrangements. Necessary proof, such as official documentation, license certificates shall be submitted to the Bank to validate support and warranty /AMC coverage.

26. Services:

- All professional services required for successful development, deployment, and implementation of the proposed software solution, including web application and Android application, shall be part of the RFP/contract. These services shall include, but are not limited to, project management, system design, development, testing, deployment methodologies, and user training.
- The vendor shall ensure the availability of qualified and experienced personnel with relevant technical skill sets (such as web development, mobile application development, UI/UX, backend, database, and security) for execution of the project.
- The bidder shall follow established software engineering and quality assurance practices and ensure compliance with applicable standards including, ISO/IEC 27001, ISO/IEC 12207, OWASP secure coding practices, CERT-In guidelines, RBI directives, and applicable BIS standards, as amended from time to time.
- The bidder shall undertake knowledge transfer to the Bank's personnel through structured training sessions on source code management, deployment and trouble shooting. Further user manuals, technical documentation, and operational guides shall also be provided before Go-Live.
- The bidder shall provide and implement patches, upgrades, and updates for the web and Android applications, including associated software components, as and when released or required by the Bank, at no additional cost during the warranty/AMC period. The bidder shall proactively inform the Bank of all such updates and version changes.

- The bidder shall obtain prior written approval from the Bank before applying any patches, upgrades, or updates. The bidder shall also support earlier versions of the application, frameworks, or middleware in case the Bank opts not to upgrade to the latest version.
- The bidder shall provide comprehensive maintenance and support services for the entire duration of the contract, including bug fixes, performance optimization, and issue resolution.
- The bidder shall ensure that the proposed solution is legally compliant. Detailed information regarding software licenses, including number of users, type of licenses (open-source/commercial), and validity period, shall be provided to the Bank. (As per Annexure - J)
- The ownership of all software licenses, including web application, Android application, source code, APIs, and associated software components, shall vest with the Bank from the date of delivery/acceptance. Wherever ownership of licenses or intellectual property is indicated, the name “**REPCO BANK**” shall be explicitly mentioned to denote that the Bank is the perpetual owner of the software solution and all associated components.
- The bidder/vendor shall keep the Bank explicitly informed about the end-of-support and end-of-life dates of all software components, including web application frameworks, Android application components, APIs, and associated technologies. The vendor shall ensure uninterrupted support and compatibility of the solution throughout the warranty/AMC period.

27. Warranty/AMC

- The warranty/AMC period shall commence from the date of acceptance of the web application, Android application, and associated software components by the Bank.
- The selected vendor shall provide support for the entire software solution, including web application, Android application, backend services, APIs, databases, and associated platforms/frameworks, during the warranty/AMC period as specified in the Scope of Work of this RFP, from the date of acceptance.
- During the warranty/AMC period, the vendor shall provide comprehensive support for the complete solution at no additional cost to the Bank. This shall include bug fixing, issue resolution, performance optimization, security compliance, updates, and maintenance (both preventive and corrective). The vendor shall ensure that the application continues to meet the defined performance, security, and functional requirements as per the acceptance criteria.
- The vendor shall be responsible for all activities related to troubleshooting, rectification, reconfiguration, patching, and replacement of defective or non-performing software components, including third-party dependencies, ensuring seamless functioning of the solution under normal and intended usage conditions

- During the warranty/AMC support period, the vendor shall ensure availability of professionally qualified personnel to provide comprehensive on-site and remote support for the web application, Android application, and associated software components, as per the Bank's requirements. This shall include activities such as application re-deployment, configuration management, security compliance, performance tuning, system monitoring, log management, and issue resolution in case of system failure or malfunction. The vendor shall deploy expert resources at Bank locations whenever required and ensure that the application is restored to full operational condition within the stipulated timelines. Preventive maintenance schedules shall be defined and shared in advance.
- Comprehensive Warranty/AMC for the solution shall include resolution of all issues, defects, and bugs in the software, including fixes for application errors, performance issues, and security vulnerabilities, at no additional cost to the Bank.
- Support during the Warranty/AMC period shall be comprehensive in nature, including back-to-back support arrangements for any third-party components, frameworks, APIs, or services used in the solution. The vendor shall warrant the software against defects arising from design, development, or integration issues during the specified support period.
- In the event of application failure, system crash, or performance degradation, the vendor shall ensure appropriate mechanisms for:
 - ❖ Diagnosis and identification of issues
 - ❖ Protection of application data and configurations
 - ❖ Recovery and restart of services
 - ❖ Backup and restoration of application, database, and configurations
- Prompt support shall be provided during the Warranty/AMC period across all environments (UAT/Production) and locations as required by the Bank.
- The Bidder shall provide immediate support through on-call, remote, or on-site assistance during critical issues without any additional cost to the Bank.
- The vendor's support personnel shall be adequately trained and capable of effectively handling queries and issues raised by the Bank's users, customers, and technical teams.
- An updated escalation matrix, including contact details of support personnel and management hierarchy, shall be provided to the Bank on a quarterly basis and whenever there is any change.

28. Compliance with IS Security Policy:

The Vendor shall have to comply with the bank's Information Technology and Information Systems Security policy in key concern areas relevant to the RFP, details of which will be

shared with the finally selected bidder on need-to-know basis. Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- The vendor shall assume full custodial responsibility for all Bank data, application software (including web and Android applications), source code, configurations, and any other digital assets entrusted to or managed by the vendor.
- Physical Security of the facilities
- Physical and logical separation from other customers of the Vendor
- Incident response and reporting procedures
- Password Policy of the bank
- Data Encryption/Protection requirements of the bank.
- In general, confidentiality, integrity and availability must be ensured.

29. Penalty/SLA conditions:

- As mentioned in Annexure - F 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 the proposed software solution, including web application, Android application, development, deployment, and support (warranty/AMC), shall constitute the Total Cost and must be quoted in the commercial bid.
- The bidders shall ensure that exchange rate fluctuations, changes in taxes, duties, or any other levies shall not impact the quoted price in Indian Rupees during the validity period of this RFP.
- The order shall be placed for the total cost of the software solution and warranty. The Bank may, at its discretion, issue a separate order for post-warranty support/AMC after expiry of the warranty period, if required.

- Applicable TDS and any other statutory deductions, as per prevailing laws, shall be deducted at the time of invoice payment.
- 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 reserves the right to place the order for the software solution, including web and Android applications, in phases within a period of 180 days from the date of issuance of the purchase order. The pricing quoted shall remain valid and unchanged during this period.

32. Subcontracting:

- As per scope of the RFP, subcontracting is prohibited.

33. Payment Terms

1. The payment shall be released based on successful completion of the milestones defined in the project scope and acceptance by the Bank.
2. No advance payment shall be made.
3. The payment schedule for PART- A In Appendix -02 shall be as follows:

Sl. No.	Milestone	Payment Percentage
1	Completion of Requirement Study, SRS/Design Document Approval, UI/UX Design & Prototype Approval	10%
2	Delivery of Application in UAT Environment	20%
3	Successful UAT Sign-off by the Bank	20%
4	Successful Go-Live / Production Deployment	20%
5	One month of satisfactory operations after Go-Live	10%
6	Completion of Three (3) Months of Successful Operations and submission of all deliverables including source code/documentation	10%
7	Completion of full contract Period (Warranty & AMC period) satisfactorily	10%

Additional Conditions

- ❖ Payments shall be released only after certification/sign-off by the Bank.
- ❖ Applicable taxes, penalties, SLA deductions, and statutory deductions shall be adjusted from the payable amount.
- ❖ The bidder shall submit invoices along with necessary supporting documents.
- ❖ Source code, technical documentation, APK/build files, database scripts, and related deliverables shall be handed over before release of final payment.
- ❖ The Bank reserves the right to withhold payment in case deliverables are not satisfactory or not as per RFP specifications.

34. Validity of Agreement:

The Agreement/ SLA will be valid for the entire warranty/AMC period as per 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:

- Development, deployment, implementation, and performance of the software solution, including web application and Android application, shall be carried out by the Vendor within the timelines prescribed in Part II – Schedule of Events of this document.
- If at any time during execution of the contract, the Vendor encounters conditions that may delay development, deployment, or performance of the services, the Vendor shall promptly notify the Bank in writing, specifying the nature of the delay, its likely duration, and the reasons thereof. The Bank shall evaluate the situation and may, at its discretion, grant an extension of time, which shall be formalized through an amendment to the contract.
- Any delay in meeting project milestones, deficiencies in development, deployment, or support services, or failure to meet performance requirements may result in imposition of penalties, liquidated damages, adjustment against retention amounts, and/or termination of the contract, as specified elsewhere in this RFP document).

38. Vendor's obligations:

- The Vendor shall be responsible for executing all contracted activities related to the development, deployment, and support of the web application, Android application, and associated software components in accordance with the contract, using industry best practices, modern technologies, and efficient methodologies to achieve the required performance levels.

- The vendor shall be a registered company in India having local presence in Chennai.
- The Vendor shall be responsible for arranging and obtaining all necessary licenses, permissions, third-party consents, API access, hosting configurations, and other requirements necessary for development, deployment, and operation of the software solution. The Bank shall provide necessary support documents wherever required.
- The Vendor shall work closely with the Bank's team, operate within the defined scope, adhere to instructions issued by the Bank from time to time, and ensure timely completion of all development, implementation, and support activities.
- The Vendor shall comply with all applicable laws, regulations, and industry standards related to software development, data protection, and information security, and shall indemnify the Bank against any liabilities arising due to negligence, non-compliance, or breach of obligations by the Vendor.
- The Vendor shall be solely responsible for managing its personnel and any authorized subcontractors, and shall be accountable for their actions, performance, and conduct during the course of the project.
- The Vendor shall provide comprehensive training to designated Bank officials on application configuration, functionalities, administration, maintenance, troubleshooting, and support processes for the web and Android applications, along with all associated components.
- The Vendor shall treat all data, information, and materials pertaining to the Bank as strictly confidential and shall not disclose the same to any third party without prior written consent of the Bank, in accordance with the Non-Disclosure Agreement (Annexure – G.)

39. Technical Documentation:

- The Vendor shall deliver all relevant documentation to the Bank for the web application, Android application, and all associated software components (including third-party components) prior to making the software/services operational. The documentation shall include, but not be limited to, user manuals, installation guides, deployment and configuration manuals, operation manuals, system design documents, process documents, technical manuals, functional specifications, software requirement specifications (SRS), online tutorials/Computer-Based Trainings (CBTs), system and database administration documents, debugging and diagnostics guides, and detailed test procedures.

40. Patent Rights/Intellectual Property Rights:

- For any licensed software, frameworks, libraries, APIs, or third-party components used by the selected bidder in delivering the web application, Android application, or related services, the Vendor shall possess valid usage and licensing rights, including the right to sublicense, wherever applicable. Any violation of license terms or Intellectual Property Rights (IPR) by the Vendor shall not expose the Bank to any risk. The Bank reserves the right to audit the Vendor's license usage at any time during the contract period.
- The Vendor shall, at its own cost and without limitation, defend and indemnify the Bank against all third-party claims arising out of infringement of Intellectual Property Rights, including but not limited to patents, trademarks, copyrights, trade secrets, or design rights, in connection with the use of the software solution (web and Android applications) or any part thereof, whether in India or abroad. In case of any such infringement, the Vendor shall, after due assessment, modify, replace, or redesign the solution to ensure compliance, at no additional cost to the Bank.
- The Vendor shall promptly take all necessary actions to resolve such claims and shall have full responsibility to defend the same. In the event the Bank is required to pay any compensation or damages to a third party due to such infringement, the Vendor shall bear all such costs, including legal expenses, court fees, and associated charges.
- The Bank shall notify the Vendor of any such claims without undue delay and shall provide reasonable assistance in addressing the matter. The Bank shall not admit liability or agree to any settlement without prior consultation and concurrence of the Vendor.

41. Liquidated Damages:

If the Vendor fails to deliver the software solution, including web application, Android application, or fails to perform the services within the stipulated timelines as specified in this RFP/Contract, the Bank may, without prejudice to its other remedies, and unless an extension of time is formally agreed upon without application of liquidated damages, deduct from the Contract Price as per the liquidated damages specified in Part II. Upon reaching the maximum limit of such deductions, the Bank may also 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 shall be exclusive of applicable GST, TCS, and any other statutory taxes. All other costs related to the software solution, including development, deployment, integration, and support services, shall be included in the unit price.
- Any applicable duties, levies, or incidental costs such as hosting charges, third-party licensing, API usage fees, deployment expenses, data migration, integration, or any other related services required for successful implementation of the web and Android applications shall be borne by the Vendor. The Bank shall not be liable for any such additional costs. Only the cost specified in **Appendix – 02** shall be payable by the Bank.
- Prices payable to the Vendor as stated in the Contract shall remain firm and shall not be subject to any adjustment during the execution of the contract, irrespective of reasons such as exchange rate fluctuations, changes in taxes, duties, or other levies. The Vendor shall pass on to the Bank any financial benefits arising from reductions in Government levies or any discounts applicable to software licenses, services, or related components during the contract 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 phased or milestone-based delivery of the software solution, applicable taxes and levies shall be as per the rates prevailing at the time of invoicing for each phase or milestone.

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 Software/Solution:

- If, after deployment, acceptance, and during the warranty/AMC period, the operation or performance of the web application, Android application, or any associated software component is found to be unsatisfactory, the Bank shall have the right to continue using the application/solution until the defects, errors, or deficiencies are rectified. Such rectification shall be carried out by the Vendor through fixes, patches, updates, or partial/full replacement of the affected components, without causing 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

55. SCHEDULE OF EVENTS

S.No	Particulars	Time / Date / Other Details
1	Date of commencement of Bidding process (Issue of RFP)	25.06.2026
2	Last date and time for receipt of written queries/e-mail for clarification from Bidders	06.07.2026 by 05:00 PM
3	Place of Pre-Bid meeting/ Opening of Bids/ Communication.	REPCO Bank, No.33, REPCO Towers, North Usman Road, T.Nagar, Chennai. 600017
4	Pre-Bid meeting Date & Time.	07.07.2026 at 04:00 PM
5	Last Date & Time for Bid submission.	15.07.2026 & 05:00 PM
6	Date and Time for opening of Technical Bid and Commercial bid	Technical bid opening Date: 17.07.2026 at 04.00 PM followed by Commercial bid
7	Application Fee (Non-refundable)	Rs. 2,360/- (including GST (18%))
8	Earnest Money Deposit (Refundable)	Rs. 3,00,000/- (Rupees Three Lakhs Only) (EMD 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. EMD of successful bidders will be discharged upon the Bidder delivering the source code and Go-Live. Unsuccessful bidder's EMD will be discharged but not later than 30 days after the expiration of period of bid finalization The EMD may be forfeited: • If a Bidder withdraws his bid during the period of bid validity specified in this RFO; 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 • In the successful bidder fails to sign the contract and deliver of all products within the specified time period in the PFP/Purchase Order.
9	Retention Amount	10% of Contract value will be retained by the bank till expiry of the warranty of the Products supplied.

10	Supply / Implementation Site	Chennai, India
11	Liquidated damages	Liquidated damages will be a sum equivalent to 1 % per week subject to maximum of 10 % of the contract value.
12	Price validity from the date of Contract	180 days
13	Delivery and implementation schedule	Delivery and deployment as per scope of work specified in Annexure-B for testing in all aspects within 2 months from the date of Purchase Order. Issues and change requests shall be completed within next 1 month. The deployable software should be delivered within 3 months from the date of Purchase Order.
14	Terms of payment	i. 90% of the payment will be processed for the Development, configuration, implementation and integration, along with support charges for the first year. The remaining 10% shall be retained as retention money and released after successful completion of the contract period, subject to satisfactory performance of the software and support services. ii. From the 2nd year onwards, the AMC support charges shall be released annually, subject to satisfactory performance and support services rendered during the preceding period, after deduction/retention of 10% of the payable amount as retention money Further, 10% retention amount will be released after successful completion of contract period
15	The address to which Tender document to be submitted	To, The General Manager[PPD], REPCO Bank, No,33 REPCO Towers, North Usman Road, T.Nagar, Chennai 600017
16	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 76 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.

56. ANNEXURES

Annexure	Index	Page No
A	Bid Form	35
B	Scope of work	37
C	Bidder details	53
D	Bidder's Eligibility criteria	54
E	Proforma of Certificate to be issued by the Bank after successful commissioning and acceptance of the product/Solution/Services	57
F	Penalties and SLA terms	59
G	Non-disclosure Agreement	61
H	Pre-bid Query Format	66
I	Contract Form	67
J	Software License Compliance Format	69
K	Suggested order of enclosures for Bid Submission d order of enclosures for Bid Submission	75

APPENDIX

Appendix	Index	Page No
01	Functional and Technical Checklist	70
02	Commercial Proposal	74

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 **design, develop, implement, integrate, test, deploy, and support** the application solution as 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 design, development, customization, integration, testing, and deployment of the application solution within the timelines 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 - F** 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**

Repco Bank proposed to develop a platform for online payment collection through Android based POS terminals. The solution should enable payment collection through cash mode/UPI/Debit Card. For this purpose, a platform shall be developed to integrate POS Terminals, Collection Agents, Payment aggregators and real time transaction update to bank servers.

The vendor shall develop a web portal which should visualise/manage POS terminals details, Collection Agent Information and transaction details.

The collection app (POS Android Application) shall be developed using latest technologies and shall comply with all necessary regulatory requirements applicable to POS terminals and Payment Aggregator from time to time. The solution should integrate with existing Bank applications and infrastructure.

The bidder is required to co-ordinate with other vendors/OEMs including vendors/OEMs of POS terminal providers, Payment aggregator, other service providers of the Bank related to the project for the smooth functioning of the entire system as per the requirement of the bank.

The delivered application shall be free from any third-party intellectual property rights, including but not limited to copyrights, patents, trademarks, or licensing obligations.  
The scope of work outlined is indicative only and not exhaustive.

**Android Application for POS Device**

**1.1 Application Start-ups**

- 1.1.1 The POS device will configured with a device-level login mechanism, which shall be set up during the POS device on boarding process by the bank. Access to the device will be restricted to bank authorized users only.
- 1.1.2 All POS terminal will push/pull data to Online Server and then updated to backend databases and the same will be made available in web portal for management.
- 1.1.3 Each Agents shall be mapped to unique POS terminal during initial onboarding of terminals in the web portal. The POS terminal shall by default load the login page.
- 1.1.4 Upon successful device-level login, the system shall display an Application Mode selection screen, listing only bank-approved applications that are authorized for use on the POS device.
- 1.1.5 The POS device will operate in a restricted mode, preventing access to any applications, settings, or system functionalities other than the bank-approved applications.

- 1.1.6 Upon selection of the POS application icon, the system shall prompt for agent login Credentials to enable user authentication and application access
- 1.1.7 The POS application shall become operational only after successful agent authentication, ensuring secure and controlled access to transactional functionalities.
- 1.1.8 The application should have the ability to detect mobile data network and Wi-Fi Network. Also, the POS application should be able to notify and allow/deny access based on the requirement of the bank.

## **1.2 Agent Authentication and Access**

- 1.2.1 The Agent shall be required to set the password upon first login.
- 1.2.2 The Agent shall access the POS application using a unique User ID and Password + Biometric/OTP.
- 1.2.3 The password change shall be performed using One-Time Password (OTP) /Biometric authentication.
- 1.2.4 Provision shall be provided for Two-Factor Authentication (2FA) for agent login to the POS application.
- 1.2.5 Two-Factor Authentication shall support one or more of the following mechanisms, as configured by the bank:
  - One-Time Password (OTP) delivered through bank-approved channels, and/or
  - Biometric authentication supported by the POS device hardware.
- 1.2.6 Login shall be permitted only after successful validation of credentials, ensuring secure and authorized access.
- 1.2.7 All login activities shall be logged in online server for audit and monitoring purposes.
- 1.2.8 The POS application shall enforce a password expiry policy, as per the Bank's password policy.
- 1.2.9 The password policy enforced by the application shall be fully compliant with the Bank's prevailing password policy, including but not limited to:
  - Minimum and maximum password length
  - Complexity requirements (uppercase, lowercase, numeric, special characters)

- Password history and reuse restrictions
- Account lockout thresholds and reset procedures

1.2.10 The application should support offline authentication and offline transactions for cash collections during non-availability of Internet connection.

### **1.3 Device–Agent Validation**

1.3.2 The POS application should be capable of fetching Serial No/ Mac Address/IMEI/ Device ID from the POS terminal and the same shall be validated with the mapped POS terminal in web portal

1.3.3 The application shall enforce a maximum of three (3) unsuccessful login attempts on the POS device. Upon exceeding this limit, access shall be restricted/locked to prevent unauthorized usage and the provision should be configurable. The access shall be automatically unlocked after five (5) minutes.

### **1.4 Agent and Customer Data Sync on Login**

1.4.1 Upon successful login, the application shall load all relevant agent data from the online server, including customers mapped to the agent for collection purposes.

1.4.2 Data retrieval shall be performed through secure API calls over encrypted Communication channel, ensuring up-to-date and accurate information.

1.4.3 Only the specific agent's data and his/her mapped customers shall be loaded to the device, ensuring security and data privacy.

### **1.5 Home/Dashboard Loading**

1.5.1 Upon successful authentication, the Dashboard shall be automatically loaded as the default Home screen.

1.5.2 The dashboard shall display:

- ❖ Agent Information
- ❖ Business date and system time
- ❖ Daily collection summary (Total, Cash, UPI, Card)

- ❖ Number of transactions

- ❖ Recent transactions list

1.5.3 The Dashboard fields may be added as per the requirement of the bank as and when required.

1.5.4 The dashboard data shall be fetched in real-time / near real-time from the online server through secure channel (APIs).

### **1.6 Customer Selection (Search/List)**

1.6.1 The dashboard shall provide a search facility to retrieve customer and transaction details based on customer name, account number, and registered mobile number, with appropriate input validation and real-time data retrieval.

1.6.2 An agent can select the customer either from the list or search within the list using relevant search parameters.

### **1.7 Collection Functionality**

1.7.1 Upon selecting a customer, the Application shall fetch and display customer details and linked accounts from the online server through secure API calls.

1.7.2 The Application shall provide options to select account type of the customer and corresponding account details shall be displayed.

1.7.3 The application shall allow entry of collection amounts against one or more accounts for the same customer, subject to validation against available balances and bank-defined business rules if any.

1.7.4 The total collection amount shall be auto-calculated and displayed before transaction confirmation.

### **1.8 Transaction Mode**

1.8.1 The application shall provide multiple transaction modes for collections, including Cash, UPI, and Debit Card.

1.8.2 The agent shall be required to select the transaction mode before proceeding with the collection.

1.8.3 Upon confirmation, transaction will be initiated and processed as per the mode selected.

- 1.8.4 The application shall be developed to generate and print receipts for each transactions. Also provisions should be there for generating SMS notification to customer through Bank's SMS gateway.
- 1.8.5 Print facility to be enabled for the agent to print necessary transaction summary reports (Day wise/ Collection Mode wise and others if any)

### **1.9 Cash Transaction**

- 1.9.1 The Application shall generate a unique reference number for each cash collection transaction at the time of transaction initiation. The reference number shall be used for tracking and reconciliation
- 1.9.2 The cash collection transaction shall be recorded on the application and securely transmitted to the online server.
- 1.9.3 All cash transactions shall be logged with appropriate details like date, time stamp, agent ID, random reference number, amount etc., for reconciliation and reporting purposes.

### **1.10 UPI / Card Transaction**

- 1.10.1 The POS application shall be integrated with a bank-approved Payment Aggregator to facilitate collection transactions through supported payment modes.
- 1.10.2 On payment initiation, the application shall generate a unique reference number for each transaction and send the same along with the transaction amount to the payment aggregator interface.
- 1.10.3 All UPI and card transactions shall be securely logged with unique reference number, transaction reference number, date, time stamp, amount, and status for reconciliation and reporting purposes.

#### **For UPI Transaction:**

- 1.10.4 For UPI-based transactions, the application shall communicate with the payment aggregator APIs for initiating the transaction.
- 1.10.5 The payment aggregator will process the transaction and return the transaction status (Success / Failure / Pending/others) along with unique reference number, transaction

details (Transaction ID, Transaction Amount, Transaction Date, Terminal ID, Batch Number and other details if any required) to the POS Application.

- 1.10.6 Upon receipt of a transaction response, the application shall display the appropriate message and update the transaction status in real time and post the transaction to the online server for further processing.

**For Card Transaction:**

- 1.10.7 For Card transactions, the application shall communicate with the payment aggregator APIs for initiating the transaction and facilitate payments through debit cards using the POS device's integrated card reader/Contactless card reader or certified peripheral.
- 1.10.8 Card transactions shall be processed through the bank-approved Payment Aggregator, ensuring secure authorization, clearing, and settlement in accordance with applicable card network rules.
- 1.10.9 The payment aggregator shall process the transaction and return the transaction status (Success / Failure / Pending) along with unique reference number, transaction details (Transaction ID, Transaction Amount, Transaction Date, Terminal ID, Batch Number and other details if any required) to the POS application.
- 1.10.10 Upon receipt of a transaction response, the application shall display the appropriate message and update the transaction status in real time and post the transaction to the online server for further processing.

**1.11 Offline Data Provision for Collections**

- 1.11.1 The POS application will have the capability to store agent and customer data to enable offline operations only if the data is already available in the model.
- 1.11.2 This will allow agents to proceed with cash transactions in offline mode in the absence of network connectivity.
- 1.11.3 Upon restoration of connectivity, the POS device will automatically sync the offline data with the online server through secure API calls, ensuring data consistency and integrity.

1.11.4 Offline data shall be encrypted using a minimum AES-256 encryption standard and securely stored on the device, with a maximum limit of ten (10) offline transactions, and shall be automatically deleted upon successful synchronization with the online system.

## **1.12 Session Time out/ Logout Functionality**

1.12.1 The POS Application shall have session management control to terminate the session automatically at certain predefined time of inactivity as per bank security policy. Also provide notification before session termination

1.12.2 The POS device shall provide a logout option to allow the agent to securely exit the application.

1.12.3 On logout, the system shall terminate the active user session and clear all session-related data from the device.

1.12.4 The system shall ensure that no customer or transaction data remains accessible after logout.

1.12.5 The user shall be redirected to the login screen upon successful logout.

1.12.6 All logout/timed out events shall be logged with user ID, date, and time stamp for audit purposes.

## **2. Web Portal**

### **2.1 Role-Based Web Portal Access**

2.1.1 A centralized web-based application shall be provided for authorized users to facilitate POS devices enrolment, manage POS Application, MIS Dashboard, reconcile transactions, logs and download MIS and other Reports.

2.1.2 Role-based access control shall be implemented to ensure users can access functionalities based on their assigned roles.

2.1.3 The Web Portal shall enforce a password expiry policy, as per the Bank's password Policy.

2.1.4 The password policy enforced by the application shall be fully compliant with, including but not limited to:

- Minimum and maximum password length
- Complexity requirements (uppercase, lowercase, numeric, special characters)

- Password history and reuse restrictions
- Account lockout thresholds and reset procedures.

All the above parameters shall be configurable.

## **2.2 Agent Master Management**

- 2.2.1 All agent master records shall be created and maintained in the Web Portal.
- 2.2.2 The POS application shall sync agent details from the Web Portal for authentication and validation purposes.
- 2.2.3 Agent activation and deactivation shall be controlled exclusively through the web Portal.

## **2.3 Device On boarding**

- 2.3.1 Each POS device shall be uniquely identified and registered in the system before deployment using Serial No/ Mac Address/IMEI/ Device ID etc.
- 2.3.2 During Onboarding, the device shall be mapped to a specific authorized agent as part of the registration process.
- 2.3.3 Only Onboarded and authorized devices shall be allowed to connect to the POS application and access agent or customer data.
- 2.3.4 Device Onboarding activities shall be logged for audit and monitoring purposes.

## **2.4 Device Tracking**

- 2.4.1 The POS application shall track the location and status of all registered devices in real time.
- 2.4.2 Each device shall periodically send signals to the online server to confirm operational status and connectivity.
- 2.4.3 The system shall maintain a log of device activity, including login attempts, usage, and offline/online status, for audit and monitoring purposes.
- 2.4.4 Device tracking information shall be accessible through the Web Portal for administrative monitoring.
- 2.4.5 The Web Portal should be capable to enable/disable mapped POS Devices to allow/deny POS Application access.

## **2.5 MIS – For Agent and Device**

2.5.1 The application shall generate real-time MIS reports for agent activities, device status, transaction summaries etc.

2.5.2 MIS reports shall include, but not be limited to:

- Agent login/logout history
- Device usage and status
- Agent/Device wise transactions
- Failed login attempts

2.5.3 The application shall provide the capability to filter, sort, and export MIS reports in standard formats such as PDF, Spreadsheet and CSV.

2.5.4 MIS data shall be accessible only to authorized personnel through role based access to the application

2.5.5 All MIS reports shall be time stamped and logged to support audit and compliance requirements.

## **2.6 MIS – For Transactions**

2.6.1 The application shall generate MIS reports detailing all transactions performed in the POS devices.

2.6.2 Transaction MIS reports shall include, but not be limited to:

- Transaction ID and timestamp
- Agent ID and POS device ID
- Customer detail
- Transaction type
- Transaction amount and status

2.6.3 The application shall provide capabilities to filter, sort, and search transactions based on date, agent, device, customer, Transaction ID or transaction type

2.6.4 All data should be real time, and data till current time should be available.

2.6.5 The type of reports and their format will be provided by the bank during implementation.

2.6.6 Transaction MIS reports shall be exportable in standard formats such as PDF, Spreadsheet, and CSV.

2.6.7 MIS data shall be accessible only to authorized personnel through role based access to the application

- 2.6.8 All transaction MIS activities shall be logged for audit and compliance purposes, including report generation and data exports.

## **2.7 Reconciliation Mechanism**

- 2.7.1 The Web Portal shall support automated reconciliation of all transactions performed by agents against the online server records.
- 2.7.2 The system shall identify and flag discrepancies, including missing transactions, duplicate entries, or mismatched amounts.
- 2.7.3 Reconciliation reports shall be generated periodically and shall include details of:
- Agent ID and POS device ID
  - Transaction ID and timestamp
  - Transaction amount and status
  - Discrepancy type and description
- 2.7.4 The settlement reports provided by the payment aggregator shall be uploaded/integrated with the web portal for reconciliation purposes. The Web portal should facilitate reconciliation of collection and settlement and made available for posting in Bank's Core Banking solution.
- 2.7.5 The system shall automatically match transactions recorded on the online server with those in the uploaded settlement Transaction file to identify:
- Missing transactions
  - Duplicate transactions
  - Amount mismatches
- 2.7.6 All transaction and reconciliation results shall be systematically logged with complete audit trails for compliance and regulatory review.
- 2.7.7 Upon completion of reconciliation, the application shall generate and prepare transaction data in the prescribed format required for posting into the Core Banking System (CBS).
- 2.7.8 The Web Portal shall validate and ensure that the data prepared for CBS posting is accurate, complete, and fully reconciled against both online server transaction records and uploaded transaction files.
- 2.7.9 All activities related to CBS-ready data generation and CBS posting, including timestamps, user/system actions, and status, shall be logged and retained for audit, compliance, and regulatory purposes.

### **3. Audit Requirement**

3.1 The Web Portal shall maintain a comprehensive audit trail of all activities, including:

- Agent logins and logouts
- Device usage and status changes
- Transactions (Success / Failure / Pending/others)
- Reconciliation Logs
- CBS-ready data generation and posting

3.2 All audit logs shall be time stamped and immutable, ensuring data integrity and non-repudiation.

3.3 The Web Portal shall store audit logs for a configurable retention period in compliance with Bank policies.

3.4 Audit logs shall be accessible only to authorized personnel through the web-application.

3.5 Any unauthorized access attempts or suspicious activities detected by the system shall be automatically logged and available for review.

3.6 The logs and security postures may be audited by Internal Team/Third party auditors

3.7 VAPT Audits will be periodically conducted by the Bank. Any vulnerabilities found out may be required to be addressed within stipulated timeline.

3.8 The bidder should conduct Source Code Audit and Vulnerability Assessment through an independent external agency empanelled with CERT-In prior to Go-Live as well as after every major upgrade, with all identified vulnerabilities rectified before production and compliance reports submitted to the Bank.

3.9 Upon successful completion of the project, the bidder shall hand over the complete application source code and related documentation, which shall become the exclusive property of the Bank with perpetual, irrevocable rights for use, modification, and maintenance without any dependency on the bidder

### **4 Application Security**

#### **4.1 Web Portal:**

4.1.1 The web portal shall enforce secure authentication and authorization mechanisms to ensure only authorized users can access the system.

4.1.2 The web portal shall implement role-based access control to restrict access to features and data based on user roles.

- 4.1.3 All communication between the user's browser and the application shall be secured using HTTPS with a minimum of TLS 1.2 or higher, in compliance with the Bank's information security policies and standards.
- 4.1.4 User credentials and sensitive information shall not be stored or transmitted in plain text and shall be protected using industry-standard security practices.
- 4.1.5 The application shall validate and sanitize all user inputs to protect against common vulnerabilities such as SQL injection and cross-site scripting (XSS).
- 4.1.6 The application shall implement secure session management, including session timeout and protection against session fixation and hijacking.
- 4.1.7 Access to administrative and configuration functions shall be restricted to authorized users only.
- 4.1.8 All critical security-related events, including login attempts, access failures, and configuration changes, shall be logged for audit and monitoring purposes.
- 4.1.9 The application shall support regular security patching and updates to address identified vulnerabilities.
- 4.1.10 The application shall prevent exposure of sensitive information through error messages, debug logs, or client-side code.
- 4.1.11 The application shall implement controls to prevent, detect, and mitigate the OWASP Top 10 security risks.

#### **4.2 POS Android Application:**

- 4.2.1 The POS Android application shall restrict access strictly to authorized agents using Secure authentication mechanisms
- 4.2.2 The application shall be designed, developed, and operated in compliance with the OWASP Top 10 security risks and all applicable cybersecurity guidelines, advisories, and directions issued by RBI and CERT-In
- 4.2.3 Debugging, test interfaces, and verbose logging shall be disabled in production builds.
- 4.2.4 Screen capture, screen recording, and overlay attacks shall be restricted for sensitive application screens.
- 4.2.5 The application shall implement strong device binding to prevent unauthorized use on unregistered devices.
- 4.2.6 All communication between the POS application and backend systems shall be encrypted using HTTPS (TLS 1.2 or higher).

- 4.2.7 Sensitive information, including user credentials, transaction data, and configuration details, shall not be stored in plain text on the device.
- 4.2.8 The application shall be protected against rooting, jailbreaking, and execution on compromised devices.
- 4.2.9 Session data and authentication tokens shall be securely generated, transmitted and stored and shall be automatically invalidated on logout or timeout.
- 4.2.10 The application shall validate all inputs and transaction requests before processing to prevent misuse or tampering.
- 4.2.11 Application logs shall not expose sensitive information and shall be securely stored in the online server/ backend systems for audit purposes.
- 4.2.12 The application shall prevent reverse engineering and unauthorized modification through appropriate application-level protections.
- 4.2.13 The application shall enforce minimum supported Android OS versions with regular security patch compliance.

## **5. Technical Specifications**

### **Frontend:**

#### **Web Application (Angular)**

- 5.1.1 The frontend application shall be developed using the Angular framework (minimum Version Angular 21 LTS or higher, or the latest stable LTS version at the time of development), with provision for seamless version up-gradation during the contract period.
- 5.1.2 The application shall follow a component-based architecture to ensure modularity, Scalability, and ease of maintenance.
- 5.1.3 The frontend shall communicate with the middleware exclusively through secure RESTful APIs over HTTPS.
- 5.1.4 The application shall implement client-side validations for user inputs, with final validation enforced at the server side.
- 5.1.5 The frontend shall support responsive design for standard desktop browsers.

### **POS Android Application - Flutter**

- 5.1.6 The application shall be developed using a modular Flutter architecture with clear separation of UI, business logic, and data layers, using a minimum Flutter version 3.35 or higher (stable release) and DART minimum version of 3.9 or higher (stable release), with support for version up-gradation to the latest stable release during the contract period.
- 5.1.7 The solution shall support RESTful API integration with JSON payloads and standardized error handling.
- 5.1.8 The application shall be optimized for low memory usage and fast startup time on POS hardware.
- 5.1.9 Proper handling of network failures, retries, and timeouts shall be implemented at the application level.
- 5.1.10 The solution shall provide version compatibility handling for backend APIs.
- 5.1.11 The code base shall be maintainable and scalable, allowing addition of new transaction types with minimal changes.

### **5.2 Middleware – Application Services (.NET)**

- 5.2.1 The middleware shall be developed using .NET 9.0 or a higher supported version
- 5.2.2 The middleware shall expose RESTful APIs for interaction between frontend, POS devices, backend systems, and external integrations.
- 5.2.3 All API requests shall be securely authenticated and authorized using approved industry-standard security mechanisms to prevent unauthorized access.
- 5.2.4 The middleware shall enforce business rules and validations centrally.

### **5.3 Backend – Database (Microsoft SQL Server)**

- 5.3.1 The backend database shall be implemented using Microsoft SQL Server (minimum version Microsoft SQL Server 2019 or higher), with support for version up-gradation during the contract period.
- 5.3.2 The database shall store transactional, master, audit, reconciliation, and MIS data securely.
- 5.3.3 Direct database access from the frontend shall not be permitted.

## **5.4 Operating System**

- 5.4.1 The entire solution, including frontend hosting, middleware services, and database servers, shall be deployed on Microsoft Windows platform
- 5.4.2 Server components shall be compatible with latest versions of Windows Operating system.
- 5.4.3 The application shall comply with Windows security hardening, patching, and antivirus policies of the organization.
- 5.4.4 The vendor shall ensure ongoing compatibility with supported Windows OS updates during the contract period.

## **6. Business Continuity Plan (BCP) / Disaster Recovery (DR)**

- 6.1 The application setup and configuration shall be implemented at the Disaster Recovery (DR) site, including application versions, integrations, and security controls.
- 6.2 The DR environment shall be capable of supporting seamless switchover from the primary site in case of system failure or disaster.
- 6.3 The vendor shall provide documentation detailing BCP/DR architecture, switchover procedures, and recovery steps.

## **7. Deliverables**

The deliverables shall include the following:

- 1. Android APK for POS machines with all the functionalities as detailed in the SOW
- 2. A comprehensive Web Portal for centralized device management, MIS and Reconciliation and other functionalities as detailed in the SOW
- 3. Necessary Documentation to be provided as per Bank requirement.
- 4. The bidder shall provide a detailed Bill of Materials (BoM) for all software components used in the solution, including development libraries, frameworks, third-party components, and open-source packages, specifying their name, version, purpose, ownership details, and support status.

5. The vendor shall provide the complete source code of the developed Android application (APK) and Web Portal application to the Bank upon project completion. The source code shall be free from third-party restrictions and provided in a maintainable format.
6. Post implementation support as per RFP terms.

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: -**

| S: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> <p>For others – as applicable.</p> |
| 2    | The bidder should have offices with Support Team in Chennai.                                           |                     | Necessary proof of address to be submitted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3    | The Bidder should have a minimum annual turnover of INR 1 Cr. for any 2 of the past 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 and CA Certificate indicating the IT sales Turnover for the last five financial years.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|    |                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4  | Bidder should have made profit during any two years out of last three 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.                                                                                                                                      |
| 5  | 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. |
| 6  | The Bidder/Group Company should have been in Mobile /POS Application in India for at least two years as on date of RFP.                                                                                  |  | Certificate of Commencement of Business/ copy of first order.                                                                                                                                                                                                                     |
| 7  | 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. |  |                                                                                                                                                                                                                                                                                   |
| 8  | Past/present litigations disputes, if any                                                                                                                                                                |  | Yes/No<br><br>If Yes, Brief details of litigations, disputes, if any are to be given on Company's letter head.                                                                                                                                                                    |
| 9  | The Bidder should not have been blacklisted by any institution for a minimum period of 3 years preceding from the date of submission of the bid. Bidder must certify to that effect.                     |  | Self- Declaration on Bidder's letter head with full office address signed by authorized signatory.                                                                                                                                                                                |
| 10 | The Bidder should agree to the terms and conditions of Service Level Agreement (format specified at <b>Annexure - F</b> , should they become L1 to execute a contract with the bank.                     |  | Yes/No                                                                                                                                                                                                                                                                            |
| 11 | The bidder should have experience executed similar projects i.e., Design, Development, deployment, integration, implementation and                                                                       |  | Enclose necessary Proof (Work Order, Client reference Letter )                                                                                                                                                                                                                    |

|    |                                                                                                                                                             |  |                                                                                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------|
|    | maintenance of payment solution in POS terminal / Mobile Application for minimum one Schedule commercial Bank/Private Banks/Financial Institutions in India |  |                                                                                             |
| 12 | The bidder should have successfully deployed the solution in Schedule commercial Bank/Private Banks/Financial Institutions in India for minimum of 1 year.  |  | Enclose necessary Proof (PO, Client referral letter, Project completion certificate etc., ) |

**Signature with designation and Seal**

**Annexure – E**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE PRODUCT/SOLUTION/ SERVICES**

Date:

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Certificate of successful design, development, implementation, testing, deployment, and system integration of similar application solutions.

- This is to certify that the application solution as detailed below has been delivered, implemented, and accepted in accordance with the Contract/Specifications. The solution has been successfully configured, customized, integrated, tested, and deployed, and is operating as per the Bank's requirements and the agreed scope of work, including all specified features and functionalities.
- Bid No. \_\_\_\_\_ dated \_\_\_\_\_
- Description of the Solution \_\_\_\_\_
- Scope Coverage (Modules / Features Implemented) \_\_\_\_\_
- Date of User Acceptance Testing (UAT) Completion \_\_\_\_\_
- Date of Go-Live (Production Deployment) \_\_\_\_\_
- Handover of Source code \_\_\_\_\_ dated \_\_\_\_\_
- Comprehensive training provided on source code, application configuration, functionalities, administration, maintenance, troubleshooting, and support processes for the web and Android applications, along with all associated components. \_\_\_\_\_  
Dated \_\_\_\_\_

**Details of deliverables (including modules, features, or services) pending completion and the corresponding recoveries to be made, if any:**

| S. No. | Description of Pending Deliverables | Amount to be Recovered |
|--------|-------------------------------------|------------------------|
|        |                                     |                        |

- The User Acceptance Testing (UAT) has been successfully completed to our satisfaction, and the users have been adequately trained to operate and manage the application solution
- The Vendor has fulfilled his contractual obligations satisfactorily.  
or
- The Vendor has failed to fulfil his contractual obligations with regard to the following:
  - 
  -
- The amount of recovery on account of non-delivery of application modules / features / services is detailed under \_\_\_\_\_
- The Vendor has complied with the timelines specified in the Contract for delivery, implementation, and submission of all relevant documentation of the application solution, in accordance with the Scope of Work.
- The Vendor has completed the deployment and implementation of the application solution within the timelines specified in the Contract from the date of intimation by the Purchaser.

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

**Annexure – F**

**Penalties and SLA terms**

**The following aspects, inter alia, shall form an integral part of the Contract / Service Level Agreement (SLA) to be executed between the Bank and the successful Vendor, including clearly defined service levels, performance benchmarks, monitoring mechanisms, and applicable penalties for non-compliance or breach of SLA terms:**

- The Vendor shall ensure development, customization, and delivery of deployable Android application and Web application as per the scope of work within a period of 3 months from the date of issuance of the Work Order / Purchase Order. In the event that the application is not delivered, tested, and deployed (Go-Live) within 3 months, a penalty of 1% of the total project cost per week or part thereof of delay shall be levied, subject to a maximum of 10% of the total project cost. The penalty amount so calculated shall be deducted at the time of final payment upon successful deployment and acceptance of the application.
- The Vendor warrants that the deliverables specified by the scope of work should be free from defects, and shall incorporate the latest stable technologies, security features, and industry best practices. The Vendor further warrants that the application shall perform reliably under normal usage conditions and shall be free from defects arising out of design flaws, coding errors, or omissions attributable to the Vendor.
- The Vendor shall provide warranty/AMC and support for the deliverables, including all associated system software, APIs, and third-party integrations, in accordance with the agreed terms. During the warranty/AMC period, the Vendor shall address bugs, security vulnerabilities, and performance issues without any additional cost to the Bank.
- The Vendor shall ensure compatibility of the Android application across supported Android versions, devices, and screen sizes, and shall comply with regulatory and security requirements prescribed by the Bank and relevant authorities.
- The Vendor shall comply with all terms and conditions stipulated in the Contract. In the event that the defined service levels or performance benchmarks are not achieved, in whole or in part, due to reasons attributable to the Vendor, the Vendor shall, at its own cost, undertake necessary corrections, enhancements, and modifications to the application and carry out re-testing to meet the contractual requirements.
- The successful bidder should provide a ticketing tool/any provision for reporting and monitoring the bugs/customization requirements in the solution.
- The Severity Levels as given below shall be used to categorize application support calls or problem raised using the ticketing tool. The severity levels shall be assigned by Repco Bank

| Severity Level        | Initial Response | Average Target Resolution/ Work- around time                                    | Definition                                                                                                                                                                                                                                                                 | Penalty                                                                                                                                                                                                                        |
|-----------------------|------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity 1 (Critical) | 1 Hour           | Resolve within 4 working hours or provide a work around within 4 working hours. | An application is unavailable causing severe impact on the business. No alternative or work around is available.<br>Severity 1 affect an entire system / functions, or majority of application users                                                                       | <b><u>Warranty Period</u> :</b><br><b>1% of Part A</b> for every delay of 1 hour or part thereof<br><br><b><u>AMC Period</u> :</b><br><b>1% of AMC charges</b> for every delay of 1 hour or part thereof                       |
| Severity 2 (High)     | 2 Hour           | Resolve within 6 working hours or provide a work around within 6 working hours. | The application is unavailable or severely degraded causing impact to one group of users or one [or more] important functionality is unavailable. However, certain business functions continue.<br>Functions partially not available resulting in restricted capabilities. | <b><u>Warranty Period</u> :</b><br><b>0.5% of the Part A</b> for every delay of 2 hours or part thereof<br><br><b><u>AMC Period</u> :</b><br><b>0.5% of</b> for every delay of 2 hours or part thereof                         |
| Severity 3 (Low)      | 4 Hour           | Resolve the issue with 24 working hours.                                        | Limitation to certain user operations, with no immediate effect on overall business operation. Operations continue to work - around available.                                                                                                                             | <b><u>Warranty Period</u> :</b><br><b>0.25% of the Part-A Charges value</b> for every delay of 1 day or part thereof<br><br><b><u>AMC Period</u> :</b><br><b>0.25% of AMC charges</b> for every delay of 1 day or part thereof |

The total penalty for SLA breaches during any Warranty/ AMC Charges shall be limited to a maximum of **10% of the Part- A/ AMC Charges**, and the Bank reserves the right to recover the same from payments due to the Bidder

It will be the responsibility of the bidder to resolve the issues, irrespective of the severity level, within the specified resolution time. In case, the bidder is unable to resolve the issues within the stipulated time, necessary arrangements should be made by the bidder for on-site support without any cost to the Bank.

**Annexure – G**

**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 – H**

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

| <b>Vendor Name</b> | <b>S.No</b> | <b>RFP Page<br/>No.</b> | <b>RFP Clause<br/>No.</b> | <b>Existing<br/>Clause</b> | <b>Query/Suggestions</b> |
|--------------------|-------------|-------------------------|---------------------------|----------------------------|--------------------------|
|                    |             |                         |                           |                            |                          |
|                    |             |                         |                           |                            |                          |
|                    |             |                         |                           |                            |                          |

**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 Service Provider) of \_\_\_\_\_ (City and  
Country of Service provider) (**hereinafter called "the Vendor"**) of the other part:

WHEREAS the Purchaser invited bids for the design, development, customization, implementation, testing, deployment, system integration, and maintenance of Android and Web-based application solutions and has accepted the bid submitted by the Service provider for providing the said solution for a total contract price 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 an integral part of this Agreement, viz
  - a. the Proposal Form and the Price Schedule submitted by the Bidder;
  - b. Scope of Work / Schedule of Requirements for the Android and Web-based application solution;
  - c. Detailed Technical Specifications and functional requirements of the application;
  - d. Terms and Conditions of Contract/SLA;
  - e. Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Vendor as hereinafter set forth, the Vendor hereby covenants with the Purchaser to design, develop, implement, deploy, and maintain the Android and Web-based application solution, and to remedy any defects therein, in full conformity with the provisions of the Contract.

4. The Bank hereby covenants to pay the Vendor, in consideration of the design, development, implementation, deployment, and maintenance of the Android and Web-based application solution, 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 therein.

**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**

**Software License Compliance Format**

| S.No | Software / Component Name | Version | License Type (Open Source / Commercial) | License Model (Per User / Server / Subscription / Enterprise etc.) | No. of Licenses / Users Covered | License Validity Period | Support / AMC Included (Yes/No) | Compliance Remarks |
|------|---------------------------|---------|-----------------------------------------|--------------------------------------------------------------------|---------------------------------|-------------------------|---------------------------------|--------------------|
| 1    |                           |         |                                         |                                                                    |                                 |                         |                                 |                    |
| 2    |                           |         |                                         |                                                                    |                                 |                         |                                 |                    |

## Appendix – 01

### Functional and Technical Checklist:

**Project:** POS Android Application & Web Portal

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

| S. No. | Section     | Requirement Description                                                                                                             | Compliance (Yes/No) |
|--------|-------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1      | General     | Proposed solution covers complete scope including POS Android App, Web Portal, integration with payment aggregator and Bank systems |                     |
| 2      | General     | Solution supports real-time / near real-time data synchronization between POS devices, server, and web portal                       |                     |
| 3      | General     | Solution architecture follows multi-tier design (Frontend, Middleware, Backend) ensuring scalability and high availability          |                     |
| 4      | Android App | POS device supports device-level login and operates in restricted mode allowing only bank-approved applications                     |                     |
| 5      | Android App | Each POS device is uniquely mapped to an authorized agent and validated using IMEI/MAC/Device ID                                    |                     |
| 6      | Android App | Application supports agent login using User ID, Password and Two-Factor Authentication (OTP/Biometric)                              |                     |
| 7      | Android App | Password policies (complexity, expiry, history, lockout) are enforced as per Bank guidelines                                        |                     |
| 8      | Android App | Login attempts are restricted with auto lock/unlock mechanism and all login activities are logged                                   |                     |
| 9      | Android App | Application detects network (Mobile/Wi-Fi) and controls access based on Bank policies                                               |                     |
| 10     | Android App | Upon login, agent-specific customer and transaction data is securely fetched via APIs                                               |                     |
| 11     | Android App | Dashboard displays agent info, business date/time, transaction summary and recent transactions in real-time                         |                     |
| 12     | Android App | Customer search functionality available using name, account number, mobile number with validation                                   |                     |

| S. No. | Section     | Requirement Description                                                                                         | Compliance (Yes/No) |
|--------|-------------|-----------------------------------------------------------------------------------------------------------------|---------------------|
| 13     | Android App | Application supports selection of customer accounts and entry of collection amount with validations             |                     |
| 14     | Android App | Supports multiple transaction modes including Cash, UPI and Debit Card                                          |                     |
| 15     | Android App | Unique reference number is generated for every transaction for tracking and reconciliation                      |                     |
| 16     | Android App | Integration with bank-approved payment aggregator for UPI and Card transactions with real-time status update    |                     |
| 17     | Android App | Transaction details (ID, timestamp, amount, status) are securely logged and transmitted to server               |                     |
| 18     | Android App | Receipt generation and SMS notification facility available for all transactions                                 |                     |
| 19     | Android App | Offline transaction capability for cash with secure storage and automatic sync upon connectivity restoration    |                     |
| 20     | Android App | Offline data encrypted using AES-256 and auto-deleted after successful synchronization                          |                     |
| 21     | Android App | Session timeout, secure logout and clearing of sensitive data after logout to be implemented                    |                     |
| 22     | Android App | Application prevents access on rooted/jailbroken devices and restricts screen capture/logging of sensitive data |                     |
| 23     | Web Portal  | Web-based centralized portal available for device management, agent management, MIS and reconciliation          |                     |
| 24     | Web Portal  | Role-Based Access Control (RBAC) implemented with secure authentication and password policies                   |                     |
| 25     | Web Portal  | Agent master creation, modification, activation and deactivation functionality available                        |                     |
| 26     | Web Portal  | Device on boarding with unique identification and mapping to agents before deployment                           |                     |
| 27     | Web Portal  | Device tracking including status, connectivity and activity logs available in real-time                         |                     |
| 28     | Web Portal  | Capability to enable/disable POS devices through portal                                                         |                     |
| 29     | Web Portal  | MIS reports available for agent activity, device status, login history and transactions                         |                     |

| S. No. | Section    | Requirement Description                                                                                           | Compliance (Yes/No) |
|--------|------------|-------------------------------------------------------------------------------------------------------------------|---------------------|
| 30     | Web Portal | Transaction reports include details such as transaction ID, agent ID, device ID, amount and status                |                     |
| 31     | Web Portal | Reports can be filtered, searched and exported in PDF/Excel/CSV formats                                           |                     |
| 32     | Web Portal | Automated reconciliation mechanism available for matching transactions and identifying discrepancies              |                     |
| 33     | Web Portal | Integration with payment aggregator settlement files for reconciliation and CBS posting                           |                     |
| 34     | Web Portal | System generates CBS-ready transaction data after validation and reconciliation                                   |                     |
| 35     | Security   | Application complies with OWASP Top 10 and RBI/CERT-In security guidelines                                        |                     |
| 36     | Security   | All communication secured using HTTPS with TLS 1.2 or higher                                                      |                     |
| 37     | Security   | Sensitive data encrypted at rest and in transit and not stored in plain text                                      |                     |
| 38     | Security   | Secure session management implemented to prevent hijacking and unauthorized access                                |                     |
| 39     | Security   | Audit trail maintained for all activities including login, transactions, reconciliation and configuration changes |                     |
| 40     | Security   | Logs are immutable, time-stamped and accessible only to authorized users                                          |                     |
| 41     | Security   | VA and Source Code Audit conducted through CERT-In empanelled agency before Go-Live and after upgrades            |                     |
| 42     | Technical  | Web application developed using Angular (latest LTS version) with modular architecture                            |                     |
| 43     | Technical  | POS Android application developed using Flutter with modular and scalable architecture                            |                     |
| 44     | Technical  | Middleware developed using .NET with secure REST API framework                                                    |                     |
| 45     | Technical  | Backend database implemented using Microsoft SQL Server with secure storage and access controls                   |                     |
| 46     | Technical  | Entire solution deployed on Windows platform with security hardening and patch compliance                         |                     |
| 47     | BCP/DR     | Disaster Recovery setup available with replication of application, database and configurations                    |                     |

| S. No. | Section      | Requirement Description                                                   | Compliance (Yes/No) |
|--------|--------------|---------------------------------------------------------------------------|---------------------|
| 48     | BCP/DR       | System supports seamless switchover to DR site during failures            |                     |
| 49     | BCP/DR       | Detailed BCP/DR documentation and procedures provided                     |                     |
| 50     | Deliverables | Android APK with complete functionality delivered                         |                     |
| 51     | Deliverables | Web Portal delivered with all management, MIS and reconciliation features |                     |
| 52     | Deliverables | Complete source code handed over to Bank with perpetual ownership rights  |                     |
| 53     | Deliverables | Detailed technical, user and operational documentation provided           |                     |
| 54     | Deliverables | Bill of Materials (BoM) for all software components submitted             |                     |
| 55     | Deliverables | Post-implementation support and maintenance provided as per RFP           |                     |

Appendix – 02

**COMMERCIAL PROPOSAL**

The Price Proposal needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“COMMERCIAL PROPOSAL FOR Design, Development, Integration & Implementation of Android application for POS Machine and Web Application for its Operation and Maintenance IN RESPONSE TO THE RFP NO: RFP/03/PPD/2026-27 DATED 25.06.2026”.**

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

**PART - A**

| One Time Charges with 1 <sup>st</sup> year Support |                                                                                                                                                                                                                                    |                   |              |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|
| S. No                                              | Description                                                                                                                                                                                                                        | Unit Price in Rs. | Total in Rs. |
| 1                                                  | Development of modules as per above scope of work but <b>not necessarily limited thereto</b> including bug fixes and issues, handover of source code, and necessary support for 12 months from the date of acceptance and go live. |                   |              |
|                                                    | Total(A)                                                                                                                                                                                                                           |                   |              |

**PART - B**

| Annual Maintenance Charges |                                                                                                                                                                                   |                      |                      |                      |                      |           |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|----------------------|-----------|
| S. No                      | Item Description                                                                                                                                                                  | 2 <sup>nd</sup> Year | 3 <sup>rd</sup> Year | 4 <sup>th</sup> Year | 5 <sup>th</sup> Year | Total (B) |
| 1                          | <b>Support Services</b> to be provided as outlined in the above <b>Scope of Work</b> , including bug fixes, technology upgrade, reconfiguration of product and necessary support. |                      |                      |                      |                      |           |
|                            | Grand Total(A+B)                                                                                                                                                                  |                      |                      |                      |                      |           |
| Grand Total in Words:      |                                                                                                                                                                                   |                      |                      |                      |                      |           |

Seal & Signature of Bidder:

Name:

Business Address

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

## 57. Suggested order of enclosures for bid submission

Annexure - K

| 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. 35)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3                                                | Application Fee Rs. 2,360/- (including GST) DD/Banker's cheque in favour of Repco Bank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4                                                | EMD Rs.3,00,000/- DD in favour of Repco Bank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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. 10)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6                                                | Signature in all pages of RFP document by the authorised person(including Annexures) <b>(Refer to Page No. 10)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7                                                | Masked copy of Commercial Bid Format in <b>Appendix – 02</b> with the corresponding technical Bid <b>with the price column of the Commercial Bid Format blanked out.</b> 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. 10)</b>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8                                                | Bidder Details <b>Annexure - C</b> on bidder's letter head. <b>(Refer to Page No. 53)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9                                                | Bidder's Eligibility criteria <b>Annexure - D</b> on bidder's letter head. <b>(Refer to Page No.54)</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. 54)</b> |
| 9.2                                              | Necessary proof for Support Team operating in Chennai. <b>(Refer to Page No. 54)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.3                                              | <b>Minimum annual Turnover of 1 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 and CA Certificate indicating the IT sales Turnover for the last five financial years. <b>(Refer to Page No. 54)</b>                                                                                                                                                                   |
| 9.4                                      | <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. 55)</b>                                                                                |
| 9.5                                      | Details or Merger/Amalgamation if any. <b>(Refer to Page No. 55)</b>                                                                                                                                                                                                                                                        |
| 9.6                                      | The Bidder/Group Company should have been in Mobile /POS Application in India for at least two years as on date of RFP. <b>(Refer to Page No. 55)</b>                                                                                                                                                                       |
| 9.7                                      | Client References <b>(Refer to Page No.55)</b>                                                                                                                                                                                                                                                                              |
| 9.8                                      | Details of Past/Present Litigations if any <b>(Refer to Page No.55)</b>                                                                                                                                                                                                                                                     |
| 9.9                                      | Self-Declaration in Company's letter head of not being black listed for last three years. <b>(Refer to Page No.55)</b>                                                                                                                                                                                                      |
| 9.10                                     | The bidder should have experience executed similar projects i.e., Design, Development, deployment, integration, implementation and maintenance of payment solution in POS terminal / Mobile Application for minimum one Schedule commercial Bank/Private Banks/Financial Institutions in India <b>(Refer to Page No.55)</b> |
| 9.11                                     | The bidder should have successfully deployed the solution in Schedule commercial Bank/Private Banks/Financial Institutions in India for minimum of 1 year. <b>(Refer to Page No.56)</b>                                                                                                                                     |
| 10                                       | Functional and Technical Checklist as per <b>Appendix – 01 (Refer to Page No. 70)</b>                                                                                                                                                                                                                                       |
| <b>ENVELOPE-II (Commercial Proposal)</b> |                                                                                                                                                                                                                                                                                                                             |
| 11                                       | Commercial Proposal as per <b>Appendix – 02 (Refer to Page No. 74)</b>                                                                                                                                                                                                                                                      |