



# **REQUEST FOR PROPOSAL**

**FOR**

**Supply of Microsoft SQL Server 2022  
Enterprise Core Licenses**

**RFP No: RFP/01/PPD/2025-26**

**Date: 28.07.2025**

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## 1. INVITATION FOR BIDDERS

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 the Supply of Licenses for Microsoft products.
3. A complete set of the bidding documents may be downloaded from our Bank’s website [www.repcobank.com](http://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. The schedule of events are as follows:

S.No	Particulars	Time / Date / Other Details
1	Date of commencement of Bidding process (Issue of RFP)	28.07.2025
2	Last date & Time for Pre-Bid Queries (Through E-Mail only)	01.08.2025 upto 04:00 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	Last Date & Time for Bid submission.	11.08.2025 05:00 PM
5	Date and Time for opening of Technical bid and Commercial bid	Technical bid opening Date: 12.08.2025 at 03:00 PM followed by Commercial bid
6	Application Fee (Non-refundable)	Rs. 2,360/- (including GST (18%))
7	Earnest Money Deposit (Refundable)	Rs. 2,00,000/- (Rupees Two 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 signing the Contract and after delivery of all Products.

		<p>Unsuccessful bidder's EMD will be discharged but not later than 30 days after the expiration of period of bid finalization</p> <p>The EMD may be forfeited:</p> <ul style="list-style-type: none"> <li>• If a Bidder (i) withdraws its tender during the period of tender validity; or (ii) does not accept the correction of arithmetic errors; or</li> <li>• In case of a successful Bidder, if the Bidder fails (within stipulated time)</li> <li>• To sign the contract; or</li> <li>• To delivery of all products.</li> </ul>
8	Price validity from the date of price discovery	90 days
9	Delivery and installation schedule	Delivery within 3 weeks from the date of placing order
10	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
11	E-Mail address	<a href="mailto:purchase@repcobank.co.in">purchase@repcobank.co.in</a>

- 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.
- Bids will be opened in the presence of the bidder's representatives present on the specified date and time.
- Technically not qualified proposals will not be taken up for further process and no discussions / interface will be granted to such bidders.
- REPCO Bank reserves the right to accept or reject in part or full any or all the proposals without assigning any reasons there for.

**GENERAL MANAGER [PPD]**

## **2. INSTRUCTIONS TO BIDDERS**

### **1. Amendment to RFP contents**

At any time prior to the last date of bid submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment.

Amendment will be notified in Bank's website and will be binding on bidders. The Bank shall not be liable for any communication gap.

In order to provide prospective bidders reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid submission, if required.

### **2. Submission of Bid Documents**

Offers should be addressed to the following officer at the address given below, on or before time and date specified.

**GENERAL MANAGER [PPD]  
REPCO BANK LTD., REPCO TOWERS,  
NO.33, NORTH USMAN ROAD, T.NAGAR,  
CHENNAI- 600017.**

### **3. Eligibility Criteria**

Bid is open to all bidders who meet the eligibility criteria as prescribed in **ANNEXURE - C** of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

### **4. Submission of Bids:**

The bid is to be submitted in TWO envelopes:

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

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

These two envelopes containing the Technical and Commercial Proposals should be separately sealed and shall be put together and sealed in an outer NON-WINDOW envelope and marked as

**PROPOSAL FOR SUPPLY OF MICROSOFT SQL SERVER 2022 ENTERPRISE CORE LICENSES RFP NO: RFP/01/PPD/2025-26 dated: 28.07.2025.**

**ENVELOPE-I (Technical Proposal)**

The Technical Proposal should be complete in all aspects and should contain all information asked for. The Technical Proposal should include all items asked in **ANNEXURE - H**. The Technical Proposal should not contain any price information.

Envelope is to be marked as **TECHNICAL PROPOSAL SUPPLY OF MICROSOFT SQL SERVER 2022 ENTERPRISE CORE LICENSES RFP NO: RFP/01/PPD/2025-26 dated: 28.07.2025** and 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 Rs.2,360 (including GST (18%)) (non-refundable) in the form of a Demand Draft/Banker's cheque in favour of REPCO Bank Ltd, payable at Chennai.
- EMD of Rs.2,00,000 /- DD in favour of REPCO Bank Ltd, payable at Chennai.
- A copy of board resolution or an authorization showing that the signatory has been duly authorized to sign the bid document.
- All the pages of RFP must be signed by the Authorized Signatory along with Company seal.
- Bidder's details as per **ANNEXURE – B** on bidder's letter head.
- Bidders eligibility criteria **ANNEXURE – C**. (All supporting documents to be submitted)
- Manufacturer's Authorization Form as per **ANNEXURE - E**.
- Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India as per **Annexure – G**.
- Requirement of Items (ROI) as per **ANNEXURE - H**.

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

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

The Commercial Proposal should give all relevant prices information and should not contradict the Technical Proposal in any manner. The **Commercial Proposal** should be complete in all aspects and contain all necessary information for all the items as per **ANNEXURE – I. Commercial Proposal** which is incomplete, is liable for rejection.

Envelope is to be marked as **COMMERCIAL PROPOSAL FOR SUPPLY OF MICROSOFT SQL SERVER 2022 ENTERPRISE CORE LICENSES RFP NO: RFP/01/PPD/2025-26 dated: 28.07.2025** and this envelope should contain following documents and properly sealed.

This envelope should contain only Commercial Proposal strictly on the lines of **ANNEXURE - I**.  
**Please note that all the documents submitted will become the property of the Bank.**

### **3. GENERAL INSTRUCTIONS**

#### **1. Schedule of items**

The schedule comprises of items as mentioned under **ANNEXURE - H**. It is necessary for the bidder to quote for all the items.

#### **2. Terms and Conditions**

Terms and conditions for bidders who participate in the tender for quotes are specified in the section called “Terms and Conditions of Contract (TCC)”. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the RFP.

#### **3. Reply to query**

All clarifications / queries to be submitted to REPCO Bank through E-mail ID mentioned in the invitation for bidders. The Bank’s response to the queries will be sent to prospective bidders by E-mail or will be published on Bank’s website.

#### **4. Price validity Period**

The price should hold good for a period of 90 days from the date of price discovery. Bank can place repeat orders at the same rate as per purchase order for part or all the items quoted in the tender documents within a period of 90 days from the date of price discovery.

## **5. Address of Communication**

Tender should be addressed to the address given in “Invitation for Bidders”.

## **6. Modification and Withdrawal of tender**

No proposal can be modified or withdrawn by the bidder, once submitted.

## **7. Preliminary Scrutiny**

REPCO Bank will scrutinize the proposals to determine whether they are complete, whether any errors have been made in the proposal, whether required documents have been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

REPCO Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in a proposal. This shall be binding on all bidders and Bank reserves the right for such waivers.

## **8. Clarification of proposals**

To assist in the scrutiny, evaluation and comparison of proposals, Bank may, at its discretion, ask some or all the bidders for clarification of their proposal. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **9. Submission of Technical Details**

It is mandatory to provide the technical details in the exact format of Technical Details column given in the **REQUIREMENT OF ITEMS (ROI)** in **ANNEXURE - H**. The proposal may not be evaluated by REPCO Bank in case of non-adherence to the format or partial submission of technical details as per the format given in the proposal. Bidder has to strictly adhere to the part numbers provided. REPCO Bank shall not allow/permit changes in the technical specifications after it is submitted.

Failure to submit this information along with the proposal may result in disqualification.



## **10. Erasures or Alterations**

The proposal containing erasures or alterations will not be considered. There should be no corrections or alterations in the proposal. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in.

## **11. Locations of Delivery**

This tender is being floated by the Head office of REPCO Bank. The licenses being procured through this tender shall be delivered by the bidder at Head office of REPCO Bank by way of ensuring proof of entitlement of licenses from the Microsoft OEM Website (Microsoft office.com Account of REPCO Bank i.e. repcobank.onmicrosoft.com) and its respective activation keys.

## **12. Costs & Currency**

The cost must be indicated as Fixed Price in Indian Rupees only, including the following

- a. Cost of the software,
- b. Installation, if any,
- c. All prices quoted should be exclusive of GST and TCS only.
- d. Transportation & all other incidental charges

Prices, which are not quoted as above, can be rejected. The Bank reserves its right to reject any bid which is submitted with an adjustable price quotation.

## **13. Right to Alter Quantities**

REPCO Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the proposal. REPCO Bank also reserves the right to delete one or more items from the list of items specified in the proposal.

## **4. TERMS AND CONDITIONS OF CONTRACT**

### **1. Delivery**

The successful bidder will take overall responsibility for delivery of licenses (Perpetual) mentioned in **ANNEXURE - H** in **Microsoft office.com Account of REPCO Bank i.e. repcobank.onmicrosoft.com**

(Proof of entitlement of licenses from the Microsoft OEM Website) within 3 weeks from the date of issuance of Purchase Order.

## **2. Payment Terms**

REPCO Bank will make 100% payment only after successful delivery of Licenses and its respective activation keys as above.

## **3. Order Cancellation**

REPCO Bank reserves its right to cancel the order in the event of delay in delivery.

In addition to the cancellation of purchase order, REPCO Bank reserves the right to forfeit EMD without any notice.

## **4. Penalty for delay**

For any delay in delivery of the licenses, REPCO Bank will charge penalty @ 1% of the order value per week or part thereof after completion of three (3) weeks from the date of Purchase order, subject to a maximum of 10% of the order value of the delayed licenses or unperformed services. Part of the week will be treated as full week for this purpose. The Bank reserves the right to recover these amounts by any mode such as adjusting from any payments to be made by the bank to the bidder. However, the Bank reserves the right to cancel the order over and above charging penalty.

## **5. Technical Documentation**

The language of the documentation should be English.

## **6. Indemnity**

Bidder shall indemnify, protect and save REPCO Bank against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all the equipment, services offered by them and supplied by them.

## 7. Guarantees

The bidder should guarantee that the software supplied to REPCO Bank is licensed and legally obtained.

## 8. 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.

## 9. Contract Agreement

The successful bidder should execute a contract agreement binding to terms and conditions as per the **ANNEXURE F**.

## Annexure – A

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

[On Company's letter head]

(to be included in technical bid envelope)

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

To  
The General Manager (PPD)  
REPCO Bank,  
Chennai.

Dear Sir/Madam,

**Ref:**

~~~~~

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

- While submitting this bid, we certify that:
  - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
  - The prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this RFP.
  - We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
  - The rate quoted in the price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the bank, without any exception.
- If our offer is accepted, we undertake to complete the formalities for supply, installation, commissioning and testing of the equipment within the period specified in this document.
- We agree to abide by all the bid terms and conditions and instructions 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, organization 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 bidding process.
- 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.....2025

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

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

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

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

**Seal of the company.**

**Bidder's 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 B, 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><b>(if required separate enclosure mentioning the line item No: as (Annexure B, 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>• E-mail Address</li> </ul> |         |
| 7    | Enclose necessary authorization/resolution letter for the authorized person.<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**

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**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, Copy of partnership deed, Authorization letter to a person to deal with this RFP.</p> <p>For Private Limited company: Copy of Certificate of Incorporation, Memorandum &amp; Articles of Association and resolution for authorised person to deal with this RFP.<br/>For Public Limited company: Copy of Certificate of Incorporation, Commencement of Business, Memorandum &amp; Articles of Association and resolution for authorised person to deal with this RFP.</p> <p>For others – as applicable.</p> |
| 2    | The bidder should have office with Support Team in Chennai.                                     |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3    | Bidder should have made profit during any two years out of last three financial years.          |                     | Copy of the Audited Financial Statement and/or certificate of the Chartered Accountant for preceding two out of three years where profit was made.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | The Bidder should have a minimum annual turnover of INR 2 Cr. for any 2 of the past 3 financial years.                                                                                                                                                                                                                                                                                                                    |  | Audited Financial Statements for the last three financial years 2022 - 2023, 2023 - 2024 and 2024 - 2025. In case Audited Financial Statement is not available for the FY 2024 - 2025, then Unaudited Financial Statement for the FY 2024-25 shall be enclosed in which case Audited Financial Statement for the FY 2021-2022 should be attached. |
| 5 | The applicant should be an Authorised partner / reseller / system integrator of the OEM for supply of computer software / products.                                                                                                                                                                                                                                                                                       |  | Manufacturer Authorization Form from the OEM to be provided                                                                                                                                                                                                                                                                                       |
| 6 | Client references and contact details (email/landline/mobile) of customers for whom the bidder has executed similar projects.                                                                                                                                                                                                                                                                                             |  | Work order/Project completion certificate shall be enclosed for reference.                                                                                                                                                                                                                                                                        |
| 7 | Past/present litigations disputes, if any                                                                                                                                                                                                                                                                                                                                                                                 |  | Brief details of litigations, disputes, if any are to be given on Company's letter head                                                                                                                                                                                                                                                           |
| 8 | The Bidder should not have been blacklisted by any institution for a minimum period of three 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                                                                                                                                                                                                                                                 |
| 9 | The bidder of a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (DPIIT). While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. |  | Declaration to be enclosed as per <b>Annexure – G.</b>                                                                                                                                                                                                                                                                                            |

**Signature with Designation and Seal**



**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 used 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 2025 at \_\_\_\_\_  
(Month) (Place)

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

**MANUFACTURER'S AUTHORIZATION FORM**

Date:

To:  
The General Manger (PPD),  
REPCO Bank,  
Chennai.

Dear Sir,

**Ref: RFP No.** \_\_\_\_\_ **dated** \_\_/\_\_/2025

- ✓ This has reference to your above RFP for procuring the Solution/Products. We hereby authorise M/s \_\_\_\_\_ (Name and address of Agent) to submit a bid, and sign with you against the above bid invitation.
- ✓ We hereby extend our full guarantee and warranty as mentioned in the RFP, for the Microsoft Software Licenses offered by the above firm against this Proposal.
- ✓ We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:
- ✓ We confirm that all the prices quoted in tender by bidder shall be binding on us. Bidder is also authorised to take decisions on behalf of the OEM/Company in the proposed RFP.
- ✓ Such Products as the Bank may opt to purchase from the bidder, provided, that this option shall not relieve the bidder of any warranty obligations under the contract; and even in the event of termination of production of such products.

We duly authorise the said firm to act on our behalf in fulfilling all deliverables, technical support and maintenance obligations required by the contract.

Yours faithfully,  
(Name of Manufacturer / Producer)

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

**CONTRACT FORM**

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

WHEREAS the Purchaser invited bids for Supply of Microsoft Licenses and has accepted a bid by  
the supplier for the Supply of Microsoft Licenses in the sum of \_\_\_\_\_ (Contract  
Price in Words and Figures) (**hereinafter called "the Contract Price"**).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. the Proposal Form and the Price Schedule submitted by the Bidder;
  - b. the Schedule of Requirements;
  - c. the Technical Specifications;
  - d. the Terms and Conditions of Contract;
  - e. the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

| S.No.       | Part No. | Item Description | License Type | Quantity | Unit Price in Rs.<br>(Exclusive of GST) | Total Cost in Rs.<br>(Exclusive of GST) |
|-------------|----------|------------------|--------------|----------|-----------------------------------------|-----------------------------------------|
|             |          |                  |              |          |                                         |                                         |
| Grand Total |          |                  |              |          |                                         |                                         |

**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 purchaser)

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

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

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



**Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India  
(To be submitted by bidders on their letters head)**

To  
REPCO Bank,  
Chennai.

Dear Sir,

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

2. I/ We certify that..... (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where government of India is engaged in development projects

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

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

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

Signature and name of the authorized signatory of the bidder with rubber stamp

Date:

Place:

**REQUIREMENT OF ITEMS (ROI)**

| S.No. | Part No.     | Product Description                                                                                                                  | License Type | Quantity |
|-------|--------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|
| 1     | DG7GMGF0M7XV | Microsoft SQL Server 2022 Enterprise Core,<br>or the most recent version officially released<br>by Microsoft – 2 - Core License Pack | Perpetual    | 24       |

We confirm that we will supply all the items mentioned above and have given commercials for all the items.

Signature & Seal of the Company/Firm

**COMMERCIAL PROPOSAL**

The Price Proposal needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“Commercial Proposal for Supply of Microsoft SQL Server 2022 Enterprise Core Licenses”**.

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

| S.No.              | Part No      | Product Description                                                                                                            | License Type | Quantity | Unit Price in Rs. (Exclusive of GST) | Total Cost in Rs. (Exclusive of GST) |
|--------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------|--------------|----------|--------------------------------------|--------------------------------------|
| 1                  | DG7GMGF0M7XV | Microsoft SQL Server 2022 Enterprise Core, or the most recent version officially released by Microsoft – 2 - Core License Pack | Perpetual    | 24       |                                      |                                      |
| <b>Grand Total</b> |              |                                                                                                                                |              |          |                                      |                                      |

**Total cost in words:** \_\_\_\_\_

**Seal & Signature of Bidder:**

**Name:**

**Business Address:**

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

| Suggested order of enclosures for Bid Submission |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S.No                                             | List of Documents to be enclosed in the proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1                                                | Two separate envelopes for Technical and Commercial Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2                                                | Application Fee Rs. 2,360/- (inclusive of GST) DD in favor of REPCO Bank Ltd.,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3                                                | EMD Rs.2,00,000 /- DD in favour of REPCO Bank Ltd.,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4                                                | Bid Form (Technical Bid) [On Company's Letter Head] - <b>ANNEXURE - A (Refer to Page No.12)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 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. 6)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6                                                | Signature in all pages of RFP document by the authorised person(including Annexures) <b>(Refer to Page No. 6)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7                                                | Bidder's Details <b>ANNEXURE - B (Refer to Page No.14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8                                                | Bidder's Eligibility Criteria <b>ANNEXURE - C (Refer to Page No.15)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8.1                                              | <p><b>Firm/Company Registration Details</b><br/>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, Copy of partnership deed, Authorization letter to a person to deal with this RFP.</p> <p>For Private Limited company: Copy of Certificate of Incorporation, Memorandum &amp; Articles of Association and resolution for authorised person to deal with this RFP.</p> <p>For Public Limited company: Copy of Certificate of Incorporation, Commencement of Business, Memorandum &amp; Articles of Association and resolution for authorised person to deal with this RFP.</p> <p>For others – as applicable. <b>(Refer to Page No. 15)</b></p> |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.2                                      | <b>Profit during any two out of last three financial years</b><br>Copy of the Audited financial Statement and/or Certificate of the Chartered Accountant for preceding two out of three years where profit was made. <b>(Refer to Page No. 15)</b>                                                                                                                                                                                                                          |
| 8.3                                      | <b>Minimum annual Turnover of 2 Cr. during any two out of last three financial years</b><br>Audited Financial Statements for the last three financial years 2022 - 2023, 2023 - 2024 and 2024 - 2025. In case Audited Financial Statement is not available for the FY 2024 - 2025, then Unaudited Financial Statement for the FY 2024-25 shall be enclosed in which case Audited Financial Statement for the FY 2021-2022 should be attached. <b>(Refer to Page No. 16)</b> |
| 8.4                                      | Client References <b>(Refer to Page No.16)</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8.5                                      | Details of Past/Present Litigations if any <b>(Refer to Page No.16)</b>                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8.6                                      | Self-Declaration in Company's letter head of not being black listed for last three years <b>(Refer to Page No.16)</b>                                                                                                                                                                                                                                                                                                                                                       |
| 9                                        | Authorisation letter from OEM for supply of the product mentioned in RFP as per <b>ANNEXURE - E (Refer to Page No.22)</b>                                                                                                                                                                                                                                                                                                                                                   |
| 10                                       | Proforma for Undertaking/Declaration/Certificate regarding country sharing land border with India – <b>ANNEXURE – G (Refer to Page No. 25)</b>                                                                                                                                                                                                                                                                                                                              |
| 11                                       | REQUIREMENT OF ITEMS (ROI) as per <b>ANNEXURE - H (Refer to Page No.26)</b>                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>ENVELOPE-II (Commercial Proposal)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 12                                       | Commercial Proposal as per <b>ANNEXURE – I (Refer to Page No. 27)</b>                                                                                                                                                                                                                                                                                                                                                                                                       |