



REQUEST FOR PROPOSAL
FOR
SUPPLY, INSTALLATION, TESTING,
COMMISSIONING, SYSTEMS INTEGRATION
AND MAINTENANCE
OF
SERVERS
FOR
REPCO BANK DATA CENTER
AND
DISASTER RECOVERY CENTER

RFP No: RFP/12/PPD/2026-27

Date: 24.09.2026

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PART-I

1. Invitation to Bid:

- REPCO Bank is a Government of India Enterprise, functioning with 108 Branches across the Southern States of India.
- In order to meet the IT infrastructure requirement, the bank proposes to invite tenders from eligible vendors of '**Dell**' and '**HP**' to undertake Supply, Installation, Testing, Commissioning, Systems Integration and Maintenance of **Servers** as per details/scope of work mentioned in **Annexure – B** and **Appendix - 01** of this RFP document.
- Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Annexure - D** of this RFP and willing to provide the goods and services as required in this bidding document. Interested bidders who agree to all the terms and conditions contained in this document may submit their bids with the information desired in this bidding document (Request for Proposal).
- Address for submission of bids, contact details are given in **Part - II** Schedule of Events of this RFP document.
- The purpose of the bank behind this RFP is to seek a detailed technical and commercial proposal for supply and maintenance of **Servers** desired in this document. The proposed servers must integrate with the bank's existing infrastructure seamlessly.
- This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- This document shall be downloaded from the bank's website <https://www.repcobank.com/>
- The application fee of ₹ 2,360/- (including 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.
- Any bid not accompanied by application fee will be rejected as non-responsive.
- Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders desirous of taking up the project for supply of proposed product and services for the bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the bank's discretion. This RFP seeks proposal from bidders who have the necessary experience, capability and expertise to provide the bank with IT Infrastructure and services adhering to the bank's requirements detailed in this RFP.

2. Disclaimer:

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

3. Definitions:

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

- **'The bank'** means REPCO Bank.
- **'Committee'** means a committee formed by the Bank for the purpose of evaluating Technical and Commercial Bid
- **"Bidder"** means an eligible entity/firm (i.e. juristic person) submitting the bid in response to this RFP.

- **“Bid”** means the written reply or submission of response to this RFP.
- **“The Contract”** means the agreement entered into between the bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- **“Vendor/Service Provider/System Integrator”** is the successful bidder found eligible as per eligibility criteria set out in this RFP, whose technical and commercial bid has been accepted and who has emerged as L1 bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the bank.
- **“The Contract Price/Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- **“The Equipment/Product”** means the entire infrastructure, all its components, associated software/firmware/operating software which the Vendor is required to supply to the bank under the Contract.
- **“The Services”** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- **“The Project”** means supply, installation, testing, commissioning, system integration and maintenance of servers with support under warranty and annual maintenance contract, if required for the contract period.
- **“The Project Site”** means locations where supply and services as desired in this RFP document are to be provided.

4. Scope of Work:

As given in **Annexure - B** and **Appendix - 01** of this document.

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

- Bid is open to all bidders who meet the eligibility criteria as prescribed in **Annexure - D** of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- If any bidder submits bid on behalf of Principal/OEM, the same bidder shall not submit a bid on behalf of another Principal/OEM under the RFP. Also within the bid, the bidder shall quote for items on behalf of single OEM only.

- Either the bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to bid, however both cannot bid simultaneously.
- Bidders have to submit Bill of Material (BOM) and Compliances as given in **Appendix - 01** of this document.
- In case the bidder is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover, completed years of business and profit after tax for the purpose of meeting the eligibility criteria.
- In case the bidder is the result of a demerger / hiving off, or take over/ merger due consideration shall be given to the past financial results of the demerged / previous company for the purpose of determining the net worth, minimum annual turnover, profit after tax and completed years of business for the purpose of meeting the eligibility criteria

6. Cost of bidding:

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

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

- Bidder requiring any clarification of the bidding document may notify the bank in writing strictly as per the format given in **Annexure - G** by e-mail within the date/time mentioned in the schedule of events.
- A pre-bid meeting will be held in person on the date and time specified in the schedule of events in part-II of this document which may be attended by the authorised representatives of the bidders interested to respond to this RFP.
- The queries received (without identifying source of query) and response of the bank thereof will be conveyed to the bidders through bank's website.
- REPCO Bank reserves the right to amend, rescind or reissue the RFP, at any time for any reason. The bank for any reason may modify the bidding document, by amendment which will be made available to the bidders by way of corrigendum. The bidders are advised to ensure that clarifications /addendum issued by the bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the bank will be binding on the participating bidders.

- No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- Queries received after the scheduled date and time will not be entertained.

8. Contents of bidding document:

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

9. Earnest Money Deposit (EMD):

- The bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- The EMD should be in the form of a Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of "REPCO Bank" payable at Chennai.
- The EMD of the unsuccessful bidders shall be returned within 30 days from the date of bid finalisation.
- The 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 sign the contract and deliver of all products within the specified time period in the RFP/Purchase Order.
- If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the bank in future, as per sole discretion of the bank.

10. Bid Preparation and Submission:

The bid is to be submitted in two separate envelopes.

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

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

These two envelopes containing the Technical and Commercial Proposals should be separately sealed and **shall be put together and sealed in an outer NON-WINDOW envelope** and marked as **PROPOSAL FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, SYSTEMS INTEGRATION AND MAINTENANCE OF SERVERS FOR DATA CENTER(DC) & DISASTER RECOVERY CENTER (DRC) IN RESPONSE TO THE RFP NO: RFP/12/PPD/2026-27 DATED 24.09.2026**

ENVELOPE-I (Technical Proposal)

The envelope is to be prominently marked as **TECHNICAL PROPOSAL FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, SYSTEMS INTEGRATION AND MAINTENANCE OF SERVERS FOR DATA CENTER(DC) & DISASTER RECOVERY CENTER (DRC) IN RESPONSE TO THE RFP NO: RFP/12/PPD/2026-27 DATED 24.09.2026**

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. A tick mark shall be provided against each item of the Commercial Bid Format to indicate that there is a quote against this item in the Commercial Bid.
- Bidder's details as per **Annexure - C** on bidder's letter head.
- Bidder's Eligibility criteria **Annexure - D** on bidder's letter head.
- Necessary proof of constitution and ownership as called in **Annexure - D**.
- Necessary proof for 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.
- Authorization letter from OEM for supply of the product mentioned in RFP as per **Annexure-H** or Standard MAF format provided by OEM.
- Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India as per **Annexure - J**.
- Technical specifications as per **Appendix - 01**.

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

ENVELOPE-II (Commercial Proposal)

The envelope is to be prominently marked as **COMMERCIAL PROPOSAL FOR INSTALLATION, TESTING, COMMISSIONING, SYSTEMS INTEGRATION AND MAINTENANCE OF SERVERS FOR DATA CENTER(DC) & DISASTER RECOVERY CENTER (DRC) IN RESPONSE TO THE RFP NO: RFP/12/PPD/2026-27 DATED 24.09.2026**

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

Bidders may please note:

- The bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
- Care should be taken that **the Technical bid shall not contain any price information**. Such proposal, if received, will be rejected.
- The bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the bidder and stamped with the official stamp of the bidder. Board resolution or an authorization authorizing representative to bid make commitments on behalf of the bidder is to be attached.
- Bids will be rejected if only one (i.e. Technical bid or Commercial bid) is received.
- Prices quoted by the bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- If deemed necessary the bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- The bidder may also be asked to give presentation to the bank for the purpose of clarification of the bid, if necessary at the bidders cost.
- The bidder must provide specific and factual details to the points raised in the RFP.
- The bid shall be signed by the person or persons duly authorised to bind the bidder to the contract.
- All the enclosures (bid submission) shall be serially numbered with rubber stamp of the participating bidder's company. The person or persons signing the bids shall initial all pages of the bids, except for un-amended printed literature.
- Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the bids.
- Repco Bank reserves the right to reject bids not conforming to above.
- All the envelopes shall be addressed to the bank and delivered at the address given in Part-II of this RFP and should have name and address of the bidder on the cover. If the envelope is not sealed and marked, the bank will assume no responsibility for the bid's misplacement or its premature opening.

11. Deadline for Submission of bids:

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

12. Period of Validity of bids:

- Bids shall remain valid for 21 days from the date of contract. A bid valid for a shorter period is liable to be rejected by the bank as non-responsive.
- The bank reserves the right to call for fresh quotes at any time during the bid validity period, if considered, necessary.

13. Bid integrity:

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

14. Bidding process and opening of technical bids:

- All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part - II of this document. The technical bids will be opened in the presence of representatives of the bidders who choose to attend the same. However, bids may be opened even in the absence of representatives of one or more of the bidders.
- In the first stage, only technical bid will be opened and evaluated. Proposals of such bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those bids complied with technical criteria shall become eligible for commercial bid opening and further RFP evaluation process.
- The committee appointed by the bank will examine the bids to determine whether they are complete, required formats have been furnished, the documents have been

properly signed, EMD for the desired amount and validity period is available and the bids are generally in order. The committee appointed by the bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.

- Prior to the detailed evaluation, the committee appointed by the bank will determine the responsiveness of each bid to the bidding document. For purposes of these clauses, a responsive bid is one, which conforms to all the terms and conditions of the bidding document completely without any deviation.
- Committee appointed by the Bank determination of a bid's responsiveness will be based on the contents of the bid itself, without recourse to extrinsic evidence.
- If a bid is not responsive, it will be rejected by the committee appointed by the Bank and will not subsequently be made responsive by the bidder by correction of the non-conformity.

15. Technical Evaluation:

- Technical evaluation will include technical information submitted as per technical bid formats, reference calls and site visits, wherever required.
- Committee appointed by the Bank reserves the right to evaluate the bids on technical and functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- 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.
- The evaluation will also take into account:
 - Does the proposed product handle the projected volumes and offers a proven solution to meet the requirements?
 - Is the product offered by the bidder a complete system or does it have integrations with third party solutions?
 - Upgrades assurance by the bidder as per requirements of the bank for the duration of the project.
 - Capability of the proposed product to meet future requirements outlined in the RFP.
 - Support on open platforms and product based on latest technology (both hardware, operating software/firmware).
 - Bidder support facilities: Support requirement like online support/ email support/ offline support, time period

- Bidder will support the bank as required in peak days of business (month-end and start of the month) and during switching over process from DC to DRC and vice versa.

16. Repco Bank's right to accept any bid and to reject any or all bids:

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

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

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

- that in case of a bidder offering to supply products and/or services mentioned in the scope of work, the bidders need to provide the evidence that bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure -H**.
- that adequate, specialized expertise are available with the bidder to ensure that the services are responsive and the bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the 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:
 - If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - If there is a discrepancy in the price quoted in figures and words, the price quoted in words will prevail.

- The bidder should quote for all the items/services desired in this RFP. However, the committee appointed by the Bank reserves the right to reject the incomplete bids.

19. Contacting the bank:

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

20. Award Criteria:

- Repco Bank will notify successful bidder (L1) in writing that its bid has been accepted. The selected bidder has to return the duplicate copy of the same to the bank within 3 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- The successful bidder will have to submit Contract Form (**Annexure-I**), Service Level Agreement(SLA) as per **Annexure-E** and Non-Disclosure Agreement (wherever applicable), as per **Annexure - F** of this document together with acceptance of all terms and conditions of RFP.
- Copy of board resolution or power of attorney or Authorisation Letter showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- The notification of award will constitute the formation of the Contract.
- The successful bidder shall be required to enter into a contract/ SLA with the bank, within 15 days of award of the tender or within such extended period as may be decided by the bank.
- Until the execution of a formal contract, the bid document, together with the bank's notification of award and the Bidder's acceptance thereof, would constitute a binding contract between the bank and the successful bidder.
- The contract/ agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases, milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- Repco Bank reserves the right to stipulate, at the time of finalisation of the contract, any other document(s) to be enclosed as a part of the final contract.
- Failure of the successful bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Retention amount.

- The EMD of each unsuccessful bidder will be discharged and returned within 30 days on finalising the successful bidder.

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

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

22. Change in Orders:

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

23. Contract Amendments:

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

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

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

25. Delivery, Installation, Commissioning and Documentation:

- The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where

appropriate, the remoteness of the products final destination and the absence of heavy handling facilities at all transit points.

- The Delivery, installation and commissioning will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied within the time schedule as given in the Part-II schedule of events of this document and are received in good working condition at the designated locations. Further the server shall be installed and operationalised as per the scope of work and technical specifications to the satisfaction of the bank. The bidder has to resolve any problem faced during installation and operationalization.
- The details of the documents to be furnished by the Vendor are specified hereunder:
- 2 copies of Vendor's Invoice showing products description, quantity, unit price and total amount.
- Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
- 2 copies of packing list identifying contents of each of the package.
- The detailed document of Installation and Configuration Procedures.
- The Installation report signed off by the Bank's Technical Team.
- The warranty certificate/document from the OEM.
- Penalties as specified in **Annexure - E** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support including Warranty etc. expected in scope of work which will be deducted at the time of making payment(s).
- In addition to the penalty on delayed supplies, the bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.
- For the System & other Software/firmware required with the hardware ordered for, the following will apply: -
 - The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - The Vendor shall provide complete, licensed operating systems, licensed system software/firmware, and licensed utility software and other licensed software. The

Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

- In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the bank.
- The bidder should ensure the OEM warranty information of the supplied product has to be made available in the OEM website or OEM document/letter from the competent authority of OEM to be submitted to the Bank for conforming the warranty.

26. Services:

- All professional services necessary to successfully implement the proposed **‘Product/Solution/Services’** will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.
- The vendor should ensure key personnel with relevant skill-sets are available to the bank.
- The bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/time lines stipulated there for.
- The bidder shall be willing to transfer skills to relevant personnel from the bank, by means of training and documentation.
- The bidder shall provide and implement patches/ upgrades/ updates for products as and when released by the Vendor/ OEM or as per requirements of the bank at their cost throughout the warranty period. The bidder should bring to notice of the bank all releases/ version changes.
- The bidder shall obtain a written permission from the bank before applying any of the patches/ upgrades/ updates. The bidder has to support older versions of the OS/firmware/Middleware etc in case the bank chooses not to upgrade to latest version.
- The bidder shall provide maintenance support over the entire period of contract.
- The bidder shall provide legally valid solution. The detailed information on license count and type of license should also be provided to the bank.
- The ownership of the license shall be that of the bank from the date of delivery of the same to the bank. In other words, wherever the ownership of the licenses is indicated, the name **‘REPCO Bank’** must appear to indicate that the bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware.
- The bidder shall keep the bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty.

27. Warranty

- The warranty period starts from the date of completion of installation.
- The selected vendor shall support the product and its associated items/components including OS/firmware during the period of warranty as specified in Scope of work in this RFP from the date of installation of the product by the bank.
- During the warranty period, the vendor will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the bidder at no additional cost to the bank. During the support period, the bidder shall maintain the product (hardware / components/ software, etc.) to comply with the parameters defined for acceptance criteria and the bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/replacement of the product (hardware/equipment/components/software or any component/ part there under), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- During the support period (warranty), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the bank's requirements. Comprehensive maintenance shall include, among other things, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the bank, fine tuning, system monitoring, log maintenance, etc. The vendor shall provide services of an expert engineer at the bank locations wherever required, whenever it is essential. In case of failure of product, the vendor shall ensure that product is made operational to the full satisfaction of the bank within the given time lines. The selected bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.
- Onsite comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.
- Support (Warranty) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period.
- In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - Diagnostics for identification of systems failures
 - Protection of data/ Configuration
 - Recovery/ restart facility
 - Backup of system software/ Configuration

- Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the bank.
- The vendor shall be agreeable for on-call/on-site support during peak weeks and at the time of switching over from DC to DRC and vice-versa. No extra charge shall be paid by the bank for such needs, if any, during the support period.
- The vendor support staff should be well trained to effectively handle queries raised by the customers/employees of the bank.
- Updated escalation matrix shall be made available to the bank and notified each time the matrix gets changed.

28. Compliance with Information Security Policy:

The Vendor shall have to comply with the bank's Information 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
- Custodial responsibilities for data, software, hardware and other assets of the bank being managed by or assigned to 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 -E** of this RFP.

30. Right to Verification:

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

31. Purchase Price:

- The cost of product/solution with support (warranty) would be the Total Cost and has to be quoted in commercial bid.
- The bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial bid over the validity period defined in this RFP.
- The order will be placed for total Cost of 'Product/Solution' and warranty. The bank may also issue a separate order for warranty/AMC after expiry of the warranty period if required.
- The applicable TDS or any other charges as required under the act will be deducted at the time of payment of invoices.
- Terms of payment are given in Part-II of this RFP document.
- Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- The vendor will pass on to the bank, all fiscal benefits arising out of reductions, if any, in Government levies and the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- REPCO Bank may release purchase order within a period of 21 days to procure any /all hardware in stages. In other words, the bank may issue the Purchase Order within a period of 21 days, to the effect that the goods shall be purchased in a staggered manner as per the bank requirements. The price quoted shall remain the same for the period of 21 days.

32. Subcontracting:

As per scope of the RFP, subcontracting is prohibited.

33. Validity of Agreement:

The Agreement/ SLA will be valid for the entire warranty period as per RFP.

34. Limitation of liability:

- The Bidder 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 bidder 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 bidder.

35. 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.

36. Delay in the Vendor's Performance:

- Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in Part II – Schedule of events of this document.

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

37. Vendor's obligations:

- The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The bank would only provide necessary letters for enabling supply of the same.
- The Vendor is obliged to work closely with the bank's staff, act within its own authority and abide by directives issued by the bank from time to time and complete implementation activities.
- The Vendor will abide by the job safety measures prevalent in India and will free the bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence.
- The Vendor will pay all indemnities arising from such incidents and will not hold the bank responsible or obligated.
- The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- Vendor shall provide necessary training from the OEM to the designated bank officials on the configuration, operation/ functionalities, maintenance, support and administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- The Vendor shall treat as confidential all data and information about the bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal

such information to any other party without prior written approval of the bank as explained under 'Non-Disclosure Agreement' in **Annexure - F** of this document.

38. Technical Documentation:

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

39. Patent Rights/Intellectual Property Rights:

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

40. Liquidated Damages:

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, the bank may, without prejudice to its other remedies under the Contract, and unless

otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in Part II. Once the maximum deduction is reached, the bank may even consider termination of the Contract.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. Governing Language:

The governing language shall be English.

49. 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.

50. Taxes and Duties:

- Prices quoted should be exclusive of all GST & TCS and all other components to be included in the unit price.
- Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental

services and commissioning, if any, which may be levied, shall be borne by the Vendor and the bank shall not be liable for the same. Only the cost mentioned in the **Appendix - 02** will be payable by the bank.

- Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty, others, etc. The bidder will pass on to the bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.
- Any charges/taxes/etc to be paid by the vendor but not paid and had to be paid/settled by the bank due to its convenience and necessity shall be recovered from vendor including from guarantee/contract price.
- In the event of staggered supply of the items, the taxes as applicable as at the time of supply and raising invoice would be applicable.

51. 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.

52. Right to use defective product:

If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, the bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the bank's operation.

53. 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

54.SCHEDULE OF EVENTS

S.No	Particulars	Time / Date / Other Details
1	Date of commencement of Bidding process (Issue of RFP)	24.09.2026
2	Last date and time for receipt of written queries/e-mail for clarification from Bidders	28.09.2026 by 4:30 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.	29.09.2026 at 11:30 AM
5	Last Date & Time for Bid submission.	05.10.2026 & 04:30 PM
6	Date and Time for opening of Technical Bid and Commercial bid	Technical bid opening Date:06.10.2026 at 11:00 AM 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 signing the Contract and after delivery of all Products. 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 RFP; or • If a bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or • If the successful bidder fails to sign the contract and deliver of all products within the specified time period in the RFP/Purchase Order.
9	Retention Amount	5% of Contract value will be retained by the bank till expiry of the warranty of the Products supplied.

10	Supply / Implementation Site	Chennai, India (DC), Bangalore, India (DRC)
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	21 days
13	Delivery and installation schedule	Delivery within 14 weeks from the date of placing order and installation within 2 weeks from the date of delivery
14	Terms of payment	i) 95% payment will be released on successful completion and submission of below mentioned documents. • 2 copies of Vendor's Invoice showing products description, quantity, unit price and total amount. • Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill. • Installation and Configuration document. • The Installation report signed off from the Bank's Technical Team. • The warranty certificate/document from the OEM. ii) The remaining 5% shall be released after expiry of warranty 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 58 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.

55.ANNEXURES

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APPENDIX

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Annexure – A

BID FORM (TECHNICAL BID)

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

Date: _____

To
Repco Bank,
Chennai.

Dear Sir/Madam,

Ref: RFP No. _____ dated ____/____/____
~~~~~

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

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

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

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

Dated this.....day of.....year

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

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

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

Duly authorised to sign bid for and on behalf of

\_\_\_\_\_

**Seal of the Firm/Company.**

**Annexure – B****Scope of Work****BIDDERS RESPONSIBILITY AS SYSTEM INTEGRATOR**

The successful bidder will take overall responsibility for Supply, Installation, Testing, Commissioning, Systems Integration and Maintenance of Servers at Data Center, Chennai and Disaster Recovery Center, Bangalore. The bidder is required to co-ordinate with other vendors/OEMs including vendors/OEMs of Virtualization Software, Operating System (OS), Firewalls, Antivirus solutions, Other Applications and etc. for the smooth functioning of the entire system as per the requirement of the bank. The scope of work outlined is indicative only and not exhaustive.

The bidder's responsibility includes –

- a) Installation of Servers at DC and DR as required by the Bank.
- b) The supplied server should support to run required virtualization software, such as VMware or Nutanix or HPE VM Essential or Microsoft Hyper-V.
- c) Installation of Operating System, OS patch updates in servers/Virtual Environment as per the requirement of the Bank.
- d) The Bidder shall ensure that all services, including maintenance, hardware replacements, software or firmware updates, are carried out directly by the Original Equipment Manufacturer (OEM). If the OEM does not provide direct support, the Bidder shall perform the required services with the assistance of professionally qualified and experienced engineers, in line with the OEM's recommendations.
- e) Mapping of Servers with SAN/Disk Storages through SAN switches as required by the bank.
- f) The vendor has to submit installation document and configuration procedures for the bank in order to signoff the Installation completion report.
- g) The Scope will cover the entire warranty period of 5 years.

If any bidder quotes items with higher Technical Specifications than mentioned in **Appendix – 01**, no additional weightage (Technical/Commercial) will be considered. However, items proposed with higher Technical Specifications will be considered as compliant for technical evaluation.

## 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 2 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 certified by CA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|    |                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 applicant should be an Authorised partner/reseller/system integrator of the OEM for supply of computer hardware/software/peripherals.                                                                |  | Manufacturer Authorization Form from the OEM to be provided. MAF shall be in the format of ANNEXURE - H or Standard MAF format Provided by OEM.                                                                                                                                   |
| 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. |  | Necessary proof to be submitted.                                                                                                                                                                                                                                                  |
| 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/OEM should have support setup with 4 hours of response time in DC (Chennai) and DRC (Bangalore) locations.                                                                                    |  | Yes/No                                                                                                                                                                                                                                                                            |
| 11 | The OEM should be an organisation and have a local presence of support Center and level 3 (highest escalation) locally in India.                                                                         |  | Yes/No                                                                                                                                                                                                                                                                            |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                         |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------|
| 12 | The Bidder should agree to the terms and conditions of Service Level Agreement (format specified at <b>Annexure - E</b> , should they become L1 to execute a contract with the bank.                                                                                                                                                                                                                                     |  | Yes/No                                                  |
| 13 | 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 – J</b> . |

**Signature with designation and Seal**

## Annexure – E

### Penalties and SLA terms

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

- Delivery of all products should be within 14 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 16 weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of equipment for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipment will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
- The Vendor warrants that the products supplied under the Contract are new, unused, and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
- Warranty for the / System Software Off-the-Shelf Software will be provided to the bank as per the general conditions of sale of such software.
- The Vendor shall in addition comply with the all terms and conditions specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

**On-site comprehensive warranty:**

The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of five years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other pre-installed software components during the warranty period of the hardware on which this software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at their own cost including the cost of the transport.

During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

- Free maintenance services during the period of warranty shall be under taken, whenever required by the bank apart from periodical preventive maintenance schedule. Professionally qualified personnel who have expertise in the hardware, firmware, components and system software supplied by the vendor will provide these services.
- The vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment immediately. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the bank, with brand new parts or those equivalent to new parts in performance.
- The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor / OEM's maintenance engineers to report to the installations after a request call /e-mail is made or letter is written) shall not exceed 4 hours.
- The VENDOR / OEM shall ensure that faults and failures intimated by the bank as above are set right within 4 hours after initial response time. In any case of replacement of parts the equipment should be made workable and available not later than the next Day.
- The VENDOR / OEM shall ensure that the full configuration of the equipment is available to the bank in proper working condition viz. on a 24 x7 x365 basis.
- For purpose of calculating penalty,

In case of breakdown/malfunctioning of hardware, hardware components, accessories, system software etc. the relevant defect should be responded within 4 hours onsite of the receipt/notice of the complaint and resolved within 4 hours after initial response. i.e. the total resolution time inclusive of response time will be 8 hours otherwise penalty will be levied at the rate of Rs.1000/- per every hour beyond 8 hours. However, in case if any parts to be replaced it should be resolved before next day otherwise penalty will be levied at the rate of Rs.1000/- per every hour beyond 24 hours. Maximum penalty due to breakdown will be 5% of total contract value.

The VENDOR / OEM shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

### **Preventive Maintenance:**

- The VENDOR / OEM shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) when required by the bank during the warranty period.

- All engineering changes generally adopted hereafter by the VENDOR / OEM for product similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the bank.
- Qualified maintenance engineers totally familiar with the product shall perform all repairs and maintenance service described herein.
- Every time a preventive or corrective maintenance is carried out, the VENDOR / OEM's engineer shall make, a signed field call report.
- The VENDOR / OEM shall provide replacement equipment if any equipment is taken out of the bank's premises for repairs.

Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR / OEM shall become the property of the VENDOR/OEM and the parts replacing the withdrawn parts shall become the property of the bank.

- If the bank desires to shift the equipment to a new site for installation, the vendor shall provide necessary arrangement to the bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.
- No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- On account of any negligence, commission or omission by the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse/replace the loss suffered by the bank.

### **Future additions of Hardware / Software:**

The bank would have the right to:

- a. Shift supplied systems to an alternative site of its choice.
- b. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.

The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not

unreasonably assume that the causes lie with that components / software not acquired from them.

In the event of failure of the Service Provider to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a “New Service Provider” completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the bank, at no extra cost to the bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as mentioned above, on demand to the bank, which may be settled from the payment of invoices/retention amount for the contracted period.

**Annexure – F**

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And whereas

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

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

**Confidential Information and Confidential Materials:**

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

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

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

**Restrictions:**

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

### **Rights and Remedies:**

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

### **Miscellaneous:**

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

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

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

- Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback

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

Dated this \_\_\_\_\_ day of <Year> at \_\_\_\_\_  
(Month) (Place)

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

**Annexure – G**

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

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

**Annexure – H**

**MANUFACTURER'S AUTHORIZATION FORM**

Date:

To,  
Repco Bank,  
Chennai.

Dear Sir:

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

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

Yours faithfully,

(Name of Manufacturer / Producer)

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

**Annexure – I**

**CONTRACT FORM**

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

WHEREAS the Purchaser invited Bids for Supply, installation, testing, commissioning, system integration and maintenance of Servers for DC and DRC and has accepted a Bid by the Supplier for the supply of servers 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. Proposal Form and the Price Schedule submitted by the Bidder;
  - b. Schedule of Requirements;
  - c. Technical Specifications;
  - d. Terms and Conditions of Contract;
  - e. Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Vendor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

| S.No. | Item   | Make                          | Model | Quantity | Unit Price in INR | Total Price for 5 years in INR |
|-------|--------|-------------------------------|-------|----------|-------------------|--------------------------------|
|       |        | As mentioned in Technical Bid |       |          |                   |                                |
| 1     | SERVER |                               |       | 4        |                   |                                |

**Grand Total**

The above price should cover entire 5 years onsite comprehensive warranty with 24X7X365 4 hours Response.

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

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

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

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

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

**Annexure – J**

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

(To be submitted by bidders on their letters head)

To  
Repco Bank,  
Chennai.

Dear Sir,

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

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

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

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

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

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

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

Date:

Place:

**Appendix – 01****Technical Specifications**

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

| <b>SERVERS [Quantity- 4]</b> |                      |                                                                                                                                                                    |                   |                                                             |
|------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------|
| <b>S.No</b>                  | <b>Component</b>     | <b>Description</b>                                                                                                                                                 | <b>Compliance</b> | <b>If higher Specifications is Proposed, please specify</b> |
|                              |                      |                                                                                                                                                                    | <b>(Yes/No)</b>   |                                                             |
| 1                            | Make & Model         | <i>(Bidder to Specify)</i>                                                                                                                                         |                   |                                                             |
| 2                            | Form Factor          | 2U Rack Mountable kit with sliding rails                                                                                                                           |                   |                                                             |
| 3                            | CPU Configuration    | 2 * Intel® Xeon® 6520P Processor, Base Frequency 2.4 GHz, 24C/48T, 24GT/s, 144MB Cache, Turbo, 225W or Higher                                                      |                   |                                                             |
| 4                            | Memory slots         | 32 DDR5 RDIMM slots, Speeds up to 6400 MT/s Dual Rank                                                                                                              |                   |                                                             |
| 5                            | Memory configured    | 4 x 64 GB (256 GB)                                                                                                                                                 |                   |                                                             |
| 6                            | Disks supported      | Front Bays : Minimum 8 x 2.5-inch NVMe Back-Plane Controller                                                                                                       |                   |                                                             |
| 7                            | RAID Controller      | Minimum 8 GB Cache with RAID 0,1,5,6,10                                                                                                                            |                   |                                                             |
| 8                            | Disks Preloaded      | 8 * 3.2 TB or higher, NVMe, Mixed Use                                                                                                                              |                   |                                                             |
| 9                            | USB Ports            | Minimum 3 X USB 2.0/3.0 in any combination of FRONT and REAR                                                                                                       |                   |                                                             |
| 10                           | VGA Ports            | Minimum 1 (Rear)                                                                                                                                                   |                   |                                                             |
| 11                           | I/O slots            | Minimum 2 PCI/PCIe slot ( unused )                                                                                                                                 |                   |                                                             |
| 12                           | Ethernet ports       | 2 x Quad port 10G copper/4 x Dual port 10G copper                                                                                                                  |                   |                                                             |
| 13                           | HBA Card             | 2 x Dual Port 16 Gbps or 32Gbps FC HBA card with built in transceivers                                                                                             |                   |                                                             |
| 14                           | Management Interface | Dedicated 1 Gbps Management interface module accessible via browser, ssh.                                                                                          |                   |                                                             |
| 15                           | Graphics             | Inbuilt Graphics                                                                                                                                                   |                   |                                                             |
| 16                           | Power Supply         | Hot Swappable with redundant Power Supply, Maximum 1600W and Power Cord IEC C13 to C14 - PDU Connection - India                                                    |                   |                                                             |
| 17                           | Power & temperature  | Real-time power meter, graphing, thresholds and alerts.<br><br>Temperature monitoring & graphing. Capable to support peak excursion temperature rating of 45 Deg C |                   |                                                             |

|    |                                 |                                                                                                                                                                                                                                                                                                             |  |  |
|----|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 18 | Pre-failure alert               | Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD, etc.                                                                                                                                           |  |  |
| 19 | Monitoring                      | Integration with EMS tools for proactive health monitoring and alerts                                                                                                                                                                                                                                       |  |  |
| 20 | LCD/LED Panel                   | LCD /LED should light up in different colours during normal system operation & error conditions.                                                                                                                                                                                                            |  |  |
| 21 | Sub-component quality assurance | All subcomponents quoted within the server should be supported by the Server OEM & integrated in the factory (excluding devices like monitor, keyboard & mouse)                                                                                                                                             |  |  |
| 22 | Server security                 | Should have a cyber-resilient architecture for a hardened server design for protection, detection & recovery from cyber-attacks<br><br>Should protect against firmware which executes before the OS boots.<br><br>Configuration upgrades should be only with cryptographically signed firmware and software |  |  |
| 23 | Licenses                        | Any license required for the above specifications shall be supplied for the offered model.                                                                                                                                                                                                                  |  |  |
| 24 | Operating system Support        | Should support latest version of Windows /Linux                                                                                                                                                                                                                                                             |  |  |
| 25 | Virtualization                  | Should support latest version of VMware vSphere Foundation (VVF)/Nutanix/HPE Morpheus VM Essentials                                                                                                                                                                                                         |  |  |
| 26 | Warranty                        | 5 years On-site comprehensive warranty with 24x7x365 4 hours response                                                                                                                                                                                                                                       |  |  |

*All Standard accessories other than above listed components such as Bezel, Faceplate, Front cover, Dummy slots,etc should be provided for proposed product*

If any bidder quotes items with higher Technical Specifications than mentioned in **Appendix – 01**, no additional weightage (Technical/Commercial) will be considered. However, items proposed with higher Technical Specifications will be considered as compliant for technical evaluation.

## Appendix – 02

**COMMERCIAL PROPOSAL**

The Price Proposal needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“COMMERCIAL PROPOSAL FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, SYSTEMS INTEGRATION AND MAINTENANCE OF SERVERS FOR DATA CENTER(DC) & DISASTER RECOVERY CENTER (DRC) IN RESPONSE TO THE RFP NO: RFP/12/PPD/2026-27 DATED 24.09.2026”**.

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

| S.No. | Item   | Make                          | Model | Quantity | Unit Price in INR | Total Price for 5 years in INR |
|-------|--------|-------------------------------|-------|----------|-------------------|--------------------------------|
|       |        | As mentioned in Technical Bid |       |          |                   |                                |
| 1     | SERVER |                               |       | 4        |                   |                                |

**Grand Total**

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

The above price should cover entire 5 years onsite comprehensive warranty with 24X7X365 4 hours Response.

Seal & Signature of Bidder:

Name:

Business Address

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

## ANNEXURE – K

| 56. 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. 33)</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. 9)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 6                                                    | Signature in all pages of RFP document by the authorised person(including Annexures) <b>(Refer to Page No. 9)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7                                                    | Masked copy of Commercial Bid Format in Appendix - 02 with the corresponding technical Bid <b>with the price column of the Commercial Bid Format blanked out.</b> 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. 36)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9                                                    | Bidder's Eligibility criteria <b>Annexure - D</b> on bidder's letter head. <b>(Refer to Page No.37)</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. 37)</b> |
| 9.2                                                  | Necessary proof for Support Team operating in Chennai. <b>(Refer to Page No. 37)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.3                                                  | <b>Minimum annual Turnover of 2 Cr. during any two out of last three financial years</b><br>Audited Financial statements for the financial years 2023 - 2024, 2024 - 2025 and 2025 - 2026. In case Audited balance sheets not available for 2025 - 2026, then unaudited balance sheet for the year certified by CA. <b>(Refer to Page No. 37)</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. 38)</b> |
| 9.5                                      | Details or Merger/Amalgamation if any. <b>(Refer to Page No. 38)</b>                                                                                                                                                                         |
| 9.6                                      | Client References <b>(Refer to Page No.38)</b>                                                                                                                                                                                               |
| 9.7                                      | Details of Past/Present Litigations if any <b>(Refer to Page No.38)</b>                                                                                                                                                                      |
| 9.8                                      | Self-Declaration in Company's letter head of not being black listed for last three years. <b>(Refer to Page No.38)</b>                                                                                                                       |
| 9.9                                      | Authorization letter from OEM for supply of the product mentioned in RFP as per <b>Annexure-H</b> or Standard MAF format provided by OEM. <b>(Refer to Page No.50)</b>                                                                       |
| 9.10                                     | Proforma for Undertaking / Declaration /Certificate regarding country sharing land border with India as per <b>Annexure – J. (Refer to Page No.53)</b>                                                                                       |
| 10                                       | Technical specifications as per <b>Appendix - 01 (Refer to Page No. 54)</b>                                                                                                                                                                  |
| <b>ENVELOPE-II (Commercial Proposal)</b> |                                                                                                                                                                                                                                              |
| 11                                       | Commercial Proposal as per <b>Appendix - 02 (Refer to Page No. 56)</b>                                                                                                                                                                       |