

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**REQUEST FOR PROPOSAL**  
**FOR PROCUREMENT,**  
**INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE**  
**WORKS OF AUDIO VIDEO (AV) SYSTEM AT AO ERNAKULAM**

Ref: SBI/AOEKM/HR/600/182

Dated : 22.03.2024

CHIEF MANAGER (ITS)  
IT SERVICES DEPARTMENT  
SBI ADMINISTRATIVE OFFICE  
SHANMUGHAM ROAD, ERNAKULAM – 682 031  
CONTACT NUMBER: TEL: 9495701200/9447515516  
EMAIL ID: ITSUPPORT.AOERN@SBI.CO.IN

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**TENDER NOTICE**

<b>NIT No.</b>	<b>SBI/AOEKM/HR/600/182</b>	
<b>TYPE OF TENDER</b>	<b>ITEM RATE CONTRACT</b>	
<b>BIDDING SYSTEM</b>	<b>TWO BID SYSTEM</b>	
<b>WEBSITE FOR DOWNLOADING TENDER DOCUMENTS</b>	<b><a href="https://sbi.co.in">https://sbi.co.in</a> under the link "SBI in the News → Procurement News"</b>	
<b>WEBSITE FOR ONLINE SUBMISSION OF PRICE BID</b>	<b><a href="https://etender.sbi">https://etender.sbi</a></b>	
<b>METHOD OF SUBMISSION</b>	<b>TECHNICAL BID</b>	<b>ONLINE except for EMD which is to be submitted in physical form as Demand Draft (DD)</b>
	<b>EMD (DD)</b>	
	<b>PRICE BID</b>	<b>ONLINE</b>

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<b>NAME OF WORK:</b>	<b>PROCUREMENT, INSTALLATION, COMMISSIONING TESTING AND MAINTENANCE WORKS OF AUDIO VIDEO (AV) SYSTEM AT SBI AO ERNAKULAM</b>
<b>LOCATION:</b>	<b>9TH FLOOR BOARDROOM, SBI ADMINISTRATIVE OFFICE ERNAKULAM, SHANMUGHAM ROAD, ERNAKULAM – 682 031</b>
<b>APPROXIMATE ESTIMATED VALUE OF WORK</b>	<b>RS. 25,00,000/- PLUS TAXES AS APPLICABLE</b>
<b>AVAILABILITY IN WEBSITE</b>	<b>FROM 22-03-2024 TO 08-04-2024</b>
<b>PREBID MEETING AT AO</b>	<b>11:00 PM (IST) ON 30-03-2024 AT 9TH FLOOR BOARDROOM, AO ERNAKULAM</b>
<b>SUBMISSION OF QUERIES</b>	<b>UPTO 03:00 PM (IST) ON 30-03-2024</b>
<b>CLARIFICATIONS TO THE QUERIES RAISED TO BE PROVIDED ON</b>	<b>BEFORE 05:00 PM ON 01-04-2024</b>
<b>LAST DATE &amp; TIME FOR SUBMISSION OF ONLINE TECHNICAL BID AND EMD (IN THE FORM OF DD)</b>	<b>UPTO 11:00 AM (IST) ON 05-04-2024</b>
<b>OPENING OF TECHNICAL BIDS</b>	<b>02:00 PM (IST) ON 05-04-2024</b>
<b>ONLINE SUBMISSION OF PRICE BIDS</b>	<b>TENTATIVELY ON 08-04-2024 10:30AM to 01:30PM</b>
<b>ONLINE OPENING OF PRICE BIDS</b>	<b>TENTATIVELY ON 08-04-2024 03:00 PM (IST)</b>
<b>COMPLETION OF WORK</b>	<b>40 DAYS FROM THE DATE OF PURCHASE ORDER (TIME WILL BE THE ESSENCE OF THE CONTRACT)</b>
<b>EARNEST MONEY DEPOSIT</b>	<b>RS. 25,000/- (IN THE FORM OF DD IN FAVOUR OF 'STATE BANK OF INDIA' PAYABLE AT ERNAKULAM)</b>
<b>FOR ANY TECHNICAL CLARIFICATION AND SITE VISIT PLEASE CONTACT</b>	<b>SHRI. PRIYESH VARGHESE, DY.MANAGER (C&amp;C), PH: 9495701200. EMAIL: ITSUPPORT.AOERN@SBI.CO.IN</b>

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**NOTICE INVITING TENDER**

Tenders are invited from contractors fulfilling the eligibility criteria for execution of work - **“PROCUREMENT, INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE WORKS OF AUDIO VIDEO (AV) SYSTEM FOR 9TH FLOOR BOARDROOM AT SBI AO ERNAKULAM,”** as stated in the Tender notice.

1	Estimated cost of Work	<b>As stated in Tender Notice</b>
2	Completion Time	<b>As stated in Tender Notice</b>
3	Eligibility of the Contractor	<b>As mentioned in Section 3.2</b>
4	Earnest Money Deposit (EMD) (To be submitted physically)	<b>As stated in section 3.9</b> in the form of <b>DD</b> in favor of <b>‘State Bank of India’</b> payable at Ernakulam. Last date and time for submission of EMD will be the date and time for submission of Technical Bid
5	Address for submission EMD	<b>Via Courier: CM (ITS), ITS Department, 2<sup>nd</sup> floor, State Bank of India, Administrative Office Ernakulam, Shanmugham Road, Ernakulam – 682 031</b>
6	Tender documents available for download from the websites	<b>As stated in Tender Notice</b>
7	Last date and time for submission of Technical Bid & EMD in physical form.	<b>As stated in Tender Notice</b>
8	Date and Time of e-Tenders (price bid)	<b>As stated in Tender Notice.</b>
9	The tender will be summarily rejected if the Contractor	<ol style="list-style-type: none"> <li>Failed to submit Technical Bid &amp; EMD at the respective location on or before due date &amp; Time.</li> <li>Failed to submit a duly signed and stamped Form of Submission of tender &amp; Process Compliance Statement (Annexure –I, 1(A), II, IV, V &amp; VII), as a proof of accepting the terms and conditions.</li> <li>Partly or fully Modifies, alters, or corrects the tender document uploaded by SBI.</li> </ol>
10	Validity of tender and price	180 days from the last date for submission of PRICE BID.

# REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

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11	Rates quoted by contractor	<p>1. The quoted rate should be inclusive of all costs including equipment, materials, configuration, testing, transport, loading, unloading, cost of installation, civil and carpentry work, wastage and its removal, machinery, temporary works such as scaffolding, cleaning, overheads, contractor's profit, statutory expenses, incidental charges, additional 4 year (after Defects Liability Period of 1 year from handover) comprehensive AMC/Warranty charges and all related expenses required for the proper completion of the work <b>excluding Taxes</b>.</p> <p>2. Additional claims other than the quoted amount will not be entertained. A detailed split up of costs to be submitted by successful contractor.</p> <p>3. The rates quoted shall be from the date of opening till the completion of the project despite any variation in rates of forex, materials, labour, taxes etc.</p>
12	Additional information for bidding	<p>1. The make of materials should be chosen strictly from the preferred makes as given in the tender.</p> <p><b>2. Site visit by the contractor's engineers or authorized representatives is mandatory precondition to participate in the Bid.</b></p> <p>3. Any clarifications sought after 03:00 PM (IST) ON 30-03-2024 will not be entertained for any reason. Contractor should visit the website regularly till last date for submission of tender regarding changes/corrigendum, if any</p> <p>4. SBI reserves the right to cancel or postpone the tenders at any stage without assigning any reason.</p> <p>5. Claims for revision of the quoted price by any contractor after submission of tender will not be entertained.</p>
13	Initial Security Deposit (ISD)	<p>2% of the Contract value including EMD to be submitted by the successful contractor after allotment of work as stated in the Tender Document/ as per the prevailing rules. The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn payable at Ernakulam on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.</p>

# REQUEST FOR PROPOSAL

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14	Payment terms	<p><b>i) No advance payment / mobilization advance will be made.</b></p> <p><b>ii)</b> 70% of the material invoice value shall be released after delivery of all materials at Location and on submission of Performance Bank Guarantee (PBG) equivalent to the 10% of the cost of the entire project cost (including Warranty) valid till 3 months after expiry of the warranty period. PBG in this tender should be valid for five years and three months.</p> <p><b>iii)</b> Remaining 30% of the material invoice value and 100 % of works component shall be released against successful testing and commissioning of the work in its entirety subject to submission and verification of PBG in step ii.</p> <p><b>iv)</b> If PBG is not submitted and the work is completed and handed over to the bank, 90% payment (inclusive of security deposit components as applicable) will be released and balance 10% shall be released after warranty period.</p> <p><b>v)</b> Warranty costs will not be payable during the Defects Liability Period of 1 year from handover. The warranty costs will be paid for the subsequent 4 years quarterly in arrears subject to satisfactory performance from the second year onwards. The warranty start date will be calculated as one year after the date of acceptance of the work by the Bank or its representatives.</p>
15	Tax & Deductions	<p>Income Tax, GST–TDS, etc. as applicable at applicable rates. All duties, cess and taxes including local taxes /cess , Octroi charges, license fees, road permits, etc. in connection with delivery of products at site including any incidental services and commissioning (excluding GST) , if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same.</p> <p>The GST will be payable by the Bank on actual.</p> <p>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 Service Provider.</p>
16	Retention Money	<p>From every payment for the works due to the successful contractor, bank shall deduct 10% of the invoice value subject to the condition that the maximum amount of Retention Money shall not exceed 3% of the contract value.</p>

# REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



17	Total Security Deposit (SD)	5% of the contract value including Initial Security Deposit of 2% (inclusive of EMD) and Retention Money of 3% of the contract value. SD will be retained till the handover of the work and released as stated in this tender document/ as per the prevailing rules. 50% of the total security deposit shall be refunded to the contractor without any interest on Handover. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of Warranty period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance. 100% of security deposit shall be released after handover of project if the PBG of 10% is submitted as per Payment terms (ii)
18	Liquidated Damages for delay in work	Time shall be the essence of the Contract. If the work is delayed beyond the scheduled completion date, then Liquidated Damages @ 1.00% of the total contract value per week (or part thereof) for the delay will be deducted from the Contractor's final bill subject to maximum of 10% of the contract amount.
19	Defects Liability Period and Warranty Period	Total of 5 years from handover (One year Defects Liability Period (DLP) and 4 years Warranty).
<ul style="list-style-type: none"> <li>SBI reserves the right to accept or reject any or all bids without assigning any reason whatsoever, even after opening of the bids.</li> <li>Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the contractors.</li> <li>The information provided by the contractors in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the contractors and such amendments will be binding on them.</li> </ul>		

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SBI/AOEKM/HR/600/182

dated: 22.03.2024

**2. SCHEDULE OF EVENTS**

Bid Document Availability	Bid document can be downloaded from website <a href="http://www.sbi.co.in">www.sbi.co.in</a> from 22-03-2024 to 11-04-2024
Pre - bid Meeting at Location	11:00 am (IST) on 30-03-2024 at 9th floor Boardroom, AO Ernakulam.
Clarifications to queries raised to be provided through email	Before 05.00 PM On 01-04-2024
Last date of submission of technical bids	UPTO 11:00 PM (IST) ON 05-04-2024
Opening of Technical Bids	02:00 PM (IST) ON 05-04-2024
Opening of Price Bids	Through on-line Price Bid. The date for opening of the Price Bid is tentatively on 08-04-2024 03:00 PM (IST) and confirmation will be communicated to such contractors who qualify in the Technical Bid.
<b>Contact Details</b>	
Address for Communication and submission of EMD.	Chief Manager (ITS) IT Services Department, 2 <sup>nd</sup> Floor, SBI Administrative Office Ernakulam, Shanmugham Road, Ernakulam – 682 031 Tel: 9495701200 / 9447515516
All correspondence relating to this RFP should be sent to following email id.	<a href="mailto:itsupport.aoern@sbi.co.in">itsupport.aoern@sbi.co.in</a>



**REQUEST FOR PROPOSAL**

SBI/AOEKM/HR/600/182

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**3. INSTRUCTIONS FOR Contractors (IFB)****TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>	<b>Clause No.</b>	<b>Topic</b>
	<b>A. Introduction</b>		<b>D. Submission of Bids</b>
3.1	Broad Scope of Work	3.12	Sealing and Marking of Bids
3.2	Eligibility Criteria	3.13	Deadline for Submission of Bids
3.3	Cost of Bidding.	3.14	Late Bids
	<b>B. Bidding Documents</b>		<b>E. Bid Opening and Evaluation</b>
3.4	Documents constituting the Bid	3.15	Opening of Technical Bids by the Bank
3.5	Clarification of Bidding Documents	3.16	Contacting the Bank
	<b>C. Preparation of Bids</b>	3.17	Award Criteria
3.6	Language of Bid	3.18	Bank's Right to Accept Any Bid and to Reject Any or All Bids
3.7	Bid Prices	3.19	Notification of Award
3.8	Delayed Schedule & Penalty for Delayed Deliveries	3.20	Performance Guarantee
3.9	Earnest Money Deposit	3.21	Signing of Contract
3.10	Period of Validity of Bids		
3.11	Format & Signing of Bid		

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



### A. INTRODUCTION

#### 3.1 Broad Scope of Work:

3.1.1 Supply, installation, testing, commissioning and maintenance of Audio and Video Conference Systems at 9th Floor Boardroom of the Administrative Office Ernakulam of State Bank of India at Shanmugam Road. The contractor should provide a total of 4 years comprehensive warranty support after 1 year of the Defects Liability Period (DLP). The deliverables, consist of the Audio and Video conference systems and all associated accessories as specified in the Annexure I & 1(A) of this RFP, or as decided by the Bank, upon finalization, as deemed suitable. The Contractors should conduct a site survey of the Boardroom on any working days from 10:00AM to 5:00PM. (Please contact Mr. Priyesh Varghese Dy. Manager (C&C), State bank Of India, 9495701200 / 9447515516 to book an appointment prior to visit.).

#### 3.2 Eligibility Criteria

3.3.1 This tender is open to contractors who meet the following conditions:

- a) **Work Experience:** Should have work experience in the Audio Video systems integration field for more than 3 years and should have carried out similar works in Govt / Semi Govt / PSU / reputed large companies in Kerala in the past 3 years. The following combinations shall be considered for eligibility: Experience of having successfully completed similar work during last 3 years ending last day of 31.03.2024 as under:
  - (i) Three similar works costing not less than the amount equal to 40% of the annual estimated cost i.e. Rs.10 Lakhs each. OR
  - (ii) Two similar works costing not less than the amount equal to 50% of the annual estimated cost i.e. Rs.12.5 Lakhs each. OR
  - (iii) One similar work costing not less than the amount equal to 80% of the annual estimated cost i.e. Rs. 20 Lakhs.
- b) **Contractor should have a properly functioning office in Kerala. Satisfactory proof of such functioning office to be submitted along with technical bid. Availability of Service Centers: Contractor/OEM must have a Functional Service Centre in Kerala (Refer Annexure V).** This is to ensure quick and assured after-sales service.
- c) **Scope:** The Contractor should be able to supply, install, test, and commission all items in the Bill of Quantity (BOQ) list. A contractor's offer is liable to be rejected if they don't quote all products mentioned in Bill of Quantity in ANNEXURE- I (A)
- d) The Contractor shall have CTS (Certified Technology Specialist) certified engineers for AV system installation in Kerala. Certificate copy to be attached along with ID card copies.
- e) The contractor shall provide Manufacturers Authorization (ANNEXURE – II) with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. This has to be submitted in the OEMs letterhead with technical bid for active devices like Audio DSP, Video Switchers, Video distribution amplifier, Audio amplifiers, Microphone, Control System, & Video Extenders.
- f) Contractor should submit a gist of Specification/ Catalogues of quoted products along with technical bid. Data sheets and specifications need not be submitted as hard copy and can be sent as a password protected soft copy via email. Passwords can be shared in technical bid.
- g) Unpriced Bill of Material with line-item wise Make and Model to be submitted along with Technical compliance.
- h) **PO Copies of similar work done in the past 3 Years as per section 3.3.1 (a).** The PO submitted should clearly show the split up of value of the work carried out, namely the type of

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



audio video equipment, and its unit values and works component. The value of AV equipment and integration alone will be counted towards minimum eligibility. If the PO is lumpsum and includes non AV components in such a way that Bank is unable to ascertain the proportionate value of A/V in the PO, then the PO will not be considered.

i) The party shall provide any additional quantity of items listed in Bill of Quantity (BOQ) at the same rate as agreed in the purchase order during DLP.

**3.3 Cost of Bidding:** The Contractor shall bear all costs associated with the preparation and submission of its Bid, and the Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### **B. THE BIDDING DOCUMENTS**

#### **3.4 Documents constituting the Bid**

3.4.1 The Contractor shall examine all instructions, forms, terms, specifications, annexures and schedules in this Request For Proposal (here after the Bidding Document'). Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Contractor's risk and may result in the rejection of the Bid.

#### **3.5 Clarification / Amendment of Bidding Document**

3.5.1 Contractor requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before (time) on (date) indicated therein.

3.5.2 Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the contractors. It is the responsibility of the contractor to check the website of The Bank before final submission of bids.

3.5.3 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

3.5.4 All contractors must ensure that such clarifications / amendments have been considered by them before submitting the bid. The Bank will not take responsibility for any omissions by contractor.

3.5.5 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Contractor, may modify the Bidding Document, by amendment.

3.5.6 In order to enable contractors reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



### **C. PREPARATION OF BIDS**

#### **3.6 Language of Bid**

3.6.1 The Bid prepared by the Contractor, as well as all correspondence and documents relating to the Bid exchanged by the Contractor and the Bank and supporting documents and printed literature shall be submitted in English.

#### **3.7 Bid Prices through Price bid**

3.7.1 Prices are to be quoted in Indian Rupees only.

3.7.2 Prices quoted should be exclusive of all Central / State Government levies, GST, any other taxes. Prices quoted should be inclusive of Comprehensive warranty for 4 years after completion of Defects Liability Period (DLP) of One year. Prices quoted should also include cost of incidental services such as end to end transportation, insurance, excise duty, custom duty, cost of imports etc.

3.7.3 Prices quoted by the Contractor shall be fixed during the Contractor's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

#### **3.8 Delivery Schedule & Penalty for Delayed Deliveries**

3.8.1 Delivery of all equipment should be within 30 days from the date of placement of purchase order. Installation should be done within 5 days from the date of delivery. Testing and training should be completed within 10 days from the date of delivery.

3.8.2 If the equipment is not delivered, installed, tested and commissioned within **40 days** from date of purchase order, a penalty of one (1) percent of the total consideration will be imposed for each week or part thereof the delay, Nevertheless, this penalty will not surpass ten (10) percent of the total consideration.

3.8.3 The penalty shall be deducted at the time of making final payment after successful installation and commissioning of hardware.

3.8.4 The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In case of breach of clause 3.8.1 above by the successful contractor. In the event of such cancellation, the contractor is not entitled to any compensation.

### **THE DELIVERY SCHEDULE SHALL BE STRICTLY FOLLOWED AS STIPULATED. AND PENALTIES SHALL BE FOR LEVIED DELAYED DELIVERY**

**3.9 Earnest Money Deposit (EMD):** The EMD amount shall be Rupees Twenty-Five Thousand only (Rs.25,000/-) in the form of Demand Draft in favour of the bank. The EMD of the unsuccessful contractor shall be refunded without interest soon after the decision to award the contract is taken. The EMD shall stand absolutely forfeited if the contractor revokes his tender at any time during the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal Agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



### 3.10 Period of Validity of Bids

- 3.10.1 Bids shall remain valid for a period of 180 days i.e. from the date of price bid.
- 3.10.2 In exceptional circumstances, the Bank may solicit the Contractors' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 3.10.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

### 3.11 Format and Signing of Bid

- 3.11.1 Each bid shall be in the following parts:-

#### **Part I- Technical Proposal. (Online)**

Technical proposal will be online and the **EMD** should be submitted in sealed **NON-WINDOW** envelopes, each superscribed with **“REQUEST FOR PROPOSAL FOR PROCUREMENT, INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE WORKS OF AUDIO VIDEO (AV) SYSTEM FOR 9TH FLOOR BOARDROOM AT AO ERNAKULAM ”**

#### **Part II- Financial Bid. (Through online Price Bid)**

- 3.11.1 Financial bid submission will be online.
- 3.11.2 Any supporting documents uploaded to the e-tendering portal should be clear and legible. Documents uploaded shall be signed by the Contractor or a person or persons duly authorized to bind the Contractor to the Contract. The person or persons signing the Bids shall initial all such pages.
- 3.11.3 Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to the above.

### **D. SUBMISSION OF BIDS**

#### **3.12 Sealing and Marking of Bids**

- 3.12.1 The Contractors' shall seal the NON-WINDOW envelope containing the EMD. Technical bid has to be done online in <https://etender.sbi>. All prospective contractors should register in the portal well before the last date of submission.
- 3.12.2 The envelope shall:
- be addressed to the Bank at the address given in Part-I ; and
  - bear superscription the Project Name **“REQUEST FOR PROPOSAL FOR PROCUREMENT, INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE WORKS OF AUDIO VIDEO (AV) SYSTEM AT AO ERNAKULAM.**
- 3.12.3 All envelopes should indicate the name and address of the Contractor on the cover.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



3.12.3 If the envelope is not sealed and marked, the Bank will assume no responsibility for the EMD's misplacement or its premature opening.

### 3.13 Deadline for Submission of Bids

3.13.1 Bids must be submitted online, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.13.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

3.13.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and contractors previously subject to the deadline will thereafter be subject to the extended deadline.

**3.14 Late Bids:** Any Bid received after the deadline for submission of Bids prescribed, will be rejected.

### 3.15 Evaluation of Price Bids and Finalization

3.15.1 Only those Contractors who qualify in Technical evaluation would be shortlisted for commercial evaluation via Price bid conducted by the Bank's authorized eProcurement service provider, details of which will be provided to technically qualified contractors only.

**3.15.2 The L1 Contractor will be chosen based on the net total of the price evaluation as provided in the Price bid. The net total quoted by each contractor should encompass all costs associated with this project, including the supply of hardware, installation, testing, works, project management, and a 4-year comprehensive extended warranty (following the DLP of one year).** The cost of the 4-year comprehensive extended warranty (after the DLP of one year) must be factored into the price evaluation. However, payment for such warranty charges will be made quarterly in arrears after the commencement of the warranty period. No warranty charges will be paid during the defect liability period.

3.15.3 Arithmetic errors, if any, in the price breakup format will be rectified as under :

(a) 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 contractor does not accept the correction of errors, the bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

(c) If the contractor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



(d) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any contractor.

### **3.16 Contacting the Bank**

3.16.1 No Contractor shall contact the Bank on any matter relating to its Bid, from the time of submission of Price Bid to the time the Contract is awarded.

3.16.2 Any effort by a Contractor to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Contractor's Bid.

### **3.17 Award Criteria**

3.17.1 The Bank will award the Contract to the successful Contractor who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

3.17.2 The Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where equipment are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

**3.18 Bank's right To Accept Any Bid and to reject any or All Bids:** 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 Contractor or Contractors or any obligation to inform the affected Contractor or Contractors of the grounds for the Bank's action.

### **3.19 Notification of Award**

3.19.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Contractor in writing or by e-mail, that his Bid has been accepted.

3.19.2 The notification of award will constitute the formation of the Contract. The selected Contractor should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.

3.19.3 Upon notification of award to the L1 Contractor , the Bank will promptly notify each unsuccessful Contractor and will discharge its EMD.

### **3.20 Performance Bank Guarantee: As mentioned in payment terms**

#### **3.21 Signing of Contract:**

3.21.1 After awarding the award/bid the bank and the successful contractor will enter into a contract on the terms and conditions contained in the bid document and other terms mutually agreed between the parties.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



3.21.2 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the contractor's acceptance thereof, would constitute a binding contract between the Bank and the successful Contractor.

3.21.3 Failure of the successful Contractor to comply with the requirements listed in Annexure I & 1(A) shall constitute sufficient grounds for the annulment of the award.

3.21.4 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Contractor fails to meet the terms of this RFP or contracts entered into with them

### **PART - 4. TENTATIVE TERMS AND CONDITIONS OF CONTRACT (TCC)**

**The following terms and conditions shall be tentative and shall be finalized at the time of finalizing the Contract.**

**4.1 Definitions :** In this Contract, the following terms shall be interpreted as indicated:

4.1.1 "The Bank" means State Bank of India a body corporate constituted under the provisions of State Bank Of India act,1955 and having its corporate BRANCH at State Bank Bhavan, Madame Cama Road, Nariman Point Mumbai -400021 and having one of its Administrative office at Ernakulam and acting through ITS Department.

4.1.2 "The Contract" means the Agreement entered into between the Bank and the successful contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.3 "Contractor" is the successful Contractor whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.

4.1.4 "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

4.1.5 "The Equipment" means all the hardware / software and / or services which the Contractor is required to supply to the Bank under the Contract;

4.1.6 "The Services" means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Contractor covered under the Contract;

4.1.7 "TCC" means the Terms and Conditions of Contract contained in this section;

4.1.8 "The Project" means supply, installation, testing and commissioning of the audio video system and all accessories Mentioned in Annexure (1 & 1A) with 4 years comprehensive warranty support after 1 year of Defects Liability Period (DLP)



## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



4.1.9 "The Project Site" means the boardroom at 9<sup>th</sup> floor of Administrative Office (AO) Ernakulam of the State Bank of India where the equipment is to be supplied, installed and commissioned.

4.1.10 "The defects liability period (or 'DLP')" is a fixed period of time, starting from the date of practical completion, during which the contractor has an express contractual right to return to the site to rectify any defects which have appeared in that contractor's work since the date of completion. The contractor shall provide any additional quantity of items listed in Bill of Quantity (BOQ) at the same rate as agreed in the purchase order during DLP.

4.1.11 Uptime: Uptime refers to the duration during which a system, service, or network is operational and available for use by its intended users. It is the period when the system is functioning correctly and fulfilling its purpose without interruption or failure.

4.1.12 Downtime: Downtime, on the other hand, refers to the period when a system, service, or network is not operational or unavailable for use. It occurs when the system experiences an interruption, failure, or scheduled maintenance, preventing users from accessing or utilizing the service.

In case of a difference of opinion on the part of the Contractor in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Contractor.

### 4.2 Use of Contract Documents and Information

4.2.1 The successful contractor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the successful contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2.2 The successful contractor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

**4.3. Country of Origin / Eligibility of Goods & Services Restriction on Procurement due to National Security:** Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from contractors from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFP.

4.3.1 Any contractor from a country which shares a land border with India will be eligible to bid in this tender only if the contractor is registered with the Competent Authority. (The Bank's Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

4.3.2 "Contractor" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



person not falling in any of the descriptions of contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

4.3.3 "Contractor from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4.3.4 The beneficial owner for the purpose of 4.3.3(d) above will be as under: In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

### **Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders Agreements or voting Agreements.

4.3.5 In case of a partnership firm, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

4.3.6 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under 4.3.5 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4.3.7 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

4.3.8 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

4.3.9 The successful contractor shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



4.3.10 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India 4.3.11 For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

### **4.4. Use of Contract Documents and Information**

4.4.1 The Contractor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.4.2 The Contractor shall not, without the Bank's prior written consent, make use of any document or information disclosed by Bank except for purposes of performing the Contract.

4.4.3 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 Contractor's performance under the Contract, if so required by the Bank.

### **4.5. Patent Rights**

4.5.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the successful contractor shall act expeditiously to extinguish such claim. If the Contractor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Contractor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Contractor of such claim, if it is made, without delay. The Contractor shall indemnify the Bank against all third-party claims. The obligation of the Contractor under this clause shall be unlimited.

### **4.6 Payment Terms**

Payment shall be made in Indian Rupees.

4.6.1 70% of the material invoice value shall be released after delivery of all materials at Location and on submission of Performance Bank Guarantee (PBG) equivalent to the 10% of the cost of the entire project cost (including Warranty) valid till 3 months after expiry of the warranty period. PBG in this tender should be valid for five years and three months.

4.6.2 Remaining 30% of the material invoice value and 100 % of works component shall be released against successful testing and commissioning of the work in its entirety subject to submission and verification of PBG in 4.6.1.

4.6.3 If PBG is not submitted and the work is completed and handed over to the bank, 90% payment (inclusive of security deposit components as applicable) will be released and balance 10% shall be released after warranty period after deducting security deposit components.

4.6.4 Warranty costs will not be payable during the Defects Liability Period of 1 year from handover. The warranty costs will be paid for the subsequent 4 years quarterly in arrears subject

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



to satisfactory performance from the second year onwards. The warranty start date will be calculated as one year after the date of acceptance of the work by the Bank or its representatives.

4.6.5 Successful commissioning and acceptance certificate as mentioned in Annexure III is mandatory for processing the payment.

4.6.6 Payments will not be released for any part-shipment or short-shipments.

### 4.7 Prices

4.7.1 Prices payable to the Contractor 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, changes in taxes, duties, levies, charges, etc.

4.7.2 The Contractor will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. 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.

4.7.3 The Bank reserves the right to re-negotiate the prices in the event of a change in the international market prices of both the hardware and software.

5. **Governing Language:** The governing language shall be English.

6. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Ernakulam.

### 7. Addresses for Notices

7.1 **The following shall be the address of the Bank and Contractor.**

Bank's address for notice purposes:

CHIEF MANAGER (ITS)  
IT SERVICES DEPARTMENT  
SBI ADMINISTRATIVE OFFICE  
SHANMUGHAM ROAD, ERNAKULAM – 682 031  
CONTACT NUMBER: TEL: 9495701200/9447515516  
EMAIL ID: [ITSUPPORT.AOERN@SBI.CO.IN](mailto:ITSUPPORT.AOERN@SBI.CO.IN)

Contractor's address for notice purposes

<To be filled in by the Contractor>

7.2 A notice shall be effective when delivered or on effective date of the notice whichever is later. The address should be submitted along with the EMD.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



### 8. Taxes and Duties

The Contractor will be entirely responsible for all applicable taxes like Central / State Government levies, GST, sales tax, VAT, excise duty, cess, charges, license fees, road permits, service tax etc. in connection with delivery of products at site including incidental services and commissioning. Payment of Octroi and /or Entry Tax, alone, if applicable, will be reimbursed at actuals upon production of original receipts.

Income / Corporate Taxes in India: The Contractor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Contractor shall include all such taxes in the contract price.

Tax deduction at Source: 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 Contractor. 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 in force. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in India on income and profits made by the Contractor in respect of this contract.

The Contractor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

## **ANNEXURE – I Technical & Functional Specifications**

### **REQUEST FOR PROPOSAL FOR PROCUREMENT, INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE WORKS OF AUDIO VIDEO (AV) SYSTEM AT AO ERNAKULAM**

The proposed board room is 25-seater and the participants use the room in 4 modes as listed below:

1. Conducting H.323/Sip Video conferences (VC) using hardware codec.
2. Conducting Cloud VC like MS Teams, Webex or Zoom using soft codecs on LAPTOP /PC connected to USB Camera and Audio input and output will be connected to proposed audio system via 3.5 audio cable and USB. Laptop and Camera is already available and has to be integrated to this new equipment. All remaining items and accessories will come under the project scope.
3. Hybrid mode (using mode 1 and mode 2 mentioned above concurrently): We use cloud VC and H.323 Codec at the same time to connect between multiple platforms. The audio system supplied should interconnect or bridge the audio streams of cloud VC and hardware VC with the room audio. This programming should be done without causing echo and disturbances to near-end and far-end users of both systems. The system should enable smooth audio as well as video communication among all parties. Contractors having adequate documented experience in rolling out hybrid mode projects including DSP programming, mixing, bridging and federation should only apply for the bid. Proof of the same should be submitted during the technical evaluation round. PO copy or RFP where such a functionality is clearly mentioned will be accepted as proof. Bank may decide to visit the installed facility to verify that the installed project supports Hybrid mode. If desired, contractor should arrange the visit to such installations by Bank's representatives.
4. Presentation mode where a Laptop / PC is used to display PPT or Video on the multiple screens. Sound reinforcement is required for local participants.

All 4 modes require sound reinforcement in the room along with audio mixing. A single control panel to manage this functionality is to be provided. This interface to control the modes in the room should be available from PC/Laptop/iPad. A tablet to control the same and its related equipment to be installed and integrated. Video and audio recording facilities should be available for all 4 modes.

The **five tabletop displays** equipped with **mini-HDMI input ports** currently installed in the boardroom **must be retained** and utilized in the planned renovation.

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**ANNEXURE - I (A) Bill of Quantity:**

Sr. No	Item Description	Specification	Approved Make	UoM	Qty	Unit Price, Make, Model	Total
<b>Display System</b>							
1	85" 4K UHD Resolution, 350 nits Brightness	Supply of Professional Display Screen Size:85 inch , DisplayTechnology :IPS/ LED Backlit-VA Native Resolution (Pixels) :3840 x 2160 (UHD),Aspect Ratio:16:09,Brightness :350 cd/m2 Native Contrast Ratio (Minimum):4000:1,Viewing Angle (Horizontal: Vertical):178:178 Depth less than 30mm,Bezel 11.5mm even,Response Time (G to G) 8ms Orientation Portrait and Landscape, Haze 2%,Speaker Inbuilt 10 W + 10 W MTBF 50,000 hrs, Connectivity:HDMI (2.0 ):3 Ports,USB Port:2 Ports,Audio Output:Stereo mini Jack-1 Port,LAN RJ451 Port,External control:1 Port,Wi-Fi Embedded(2.4/5.0GHz dual) Wireless presentation Supported,Media Player: Embedded,Built In Storage:8 GB Built in Processor:1.3GHz Quad-Core Signage Software:Inbuilt, Duty Cycle 16x 7,IP RatingIP5x,HDR support,File support Video,Image,PPT,PDF & Word file directly from pen driveMounting arrangement Standard Wall Mount Certifications BIS, UL, FCC,CE, Energy Star 8.0 Power Supply AC 100 - 240 V, 50/60 Hz Power Consumption- [W/h] : 159 Operating Temperature Range (Degree C) 0 °C ~ 40 °C Operating Humidity (%RH) : 10 % ~ 80 % Accessories Supplied "AC Power chord,Remote Controller & Batteries. On Site OEM Warranty (Year) 3 years	Samsung/L G/Panasonic	Piece	1		
2	Wall Mount with with Tilt & Swivel Options for 85 inch display	Mount should support display screen size: 80" up to 98" With Tilt option .Max load: 120kg* (286lbs),VESA and non-VESA fixings: up to 800 x 600mm, Tilt -3/+15 Degree, Swivel 180 Degree	NT/B tech /Chief	Piece	1		
3	65" 4K UHD Resolution, 350 nits Brightness	Supply of Professional Display Screen Size:65 inch , DisplayTechnology:IPS/ LED Backlit-VA,Native Resolution (Pixels) :3840 x 2160 (UHD),Aspect Ratio:16:09,Brightness :350 cd/m2 ,Native Contrast Ratio (Minimum):4000:1 Viewing Angle (Horizontal: Vertical):178:178 Depth less than 30mm,Bezel:11.5mm even,Response Time (G to G):8ms Orientation:Portrait and Landscape Haze :2%,Speaker:Inbuilt 10 W + 10 W,MTBF 50,000 hrs,Connectivity:HDMI (2.0 ):3 Ports,USB Port:2 Ports,Audio Output:Stereo mini Jack-1 Port,LAN RJ45 1 Port,External control:1 Port,Wi-Fi:Embedded (2.4/5.0GHz dual) Wireless presentation: Supported,Media Player:Embedded,Built In Storage:8 GB,Built in Processor:1.3GHz Quad-Core, Signage Software:Inbuilt Duty Cycle 16x 7,IP RatingIP5x,HDR support,File support Video,Image,PPT,PDF & Word file directly from pen drive Mounting arrangement Standard Wall Mount Certifications BIS, UL, FCC,CE,Energy Star 8.0, Power Supply AC 100 - 240 V, 50/60 Hz.Power Consumption- [W/h]104,Operating Temperature Range (Degree C) 0 °C ~ 40 °C,Operating Humidity (%RH)10 % ~ 80 % Accessories Supplied:AC Power chord,Remote Controller & Batteries.On Site OEM Warranty (Year) 3 years	Samsung/L G/Panasonic	Piece	2		

# REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



Sr. No	Item Description	Specification	Approved Make	UoM	Qty	Unit Price, Make, Model	Total
4	Wall Mount with Tilt & Swivel Options for 65 inch display	Mount should support display screen size up to 80".Max load: 120kg* (286lbs),VESA fixings: up to 600 x 400mm, Tilt -3/+15 Degree, Swivel 180 Degree.	NT/Btech /Chief	Piece	2		
<b>VIDEO SWITCHING &amp; UC-VC SYSTEM</b>							
5	8x8 4K HDMI Matrix Switcher with Audio De-embedding	Supply of eight input by eight output HDMI 2.0 matrix switcher with HDCP 2.2 support and capable of handling resolutions up 4K@60Hz 4:4:4 / 8 bit color with static and dynamic HDR output support for each channel. The matrix features advanced independent EDID management control for each HDMI input as well as an Easy EDID analyzer. The analog and digital audio outputs can be set to follow the HDMI video route or can be independently routed either by API or web control interface. Built in re-clocking circuitry ensures the switcher is backwards compatible with sources with older HDMI version chip sets. The matrix switcher can be controlled via front panel buttons, front panel IR, external IR, remote IR, RS232, and Ethernet. The matrix includes a simple IR remote control to allow IR switching. The matrix also features a full command set for RS232 and Ethernet control with third party control systems, plus control via web user interface	Lightware /Extron /Liberty AV	Piece	1		
6	4x1 4K60 USB-C/HDMI Switcher	Supply of SITC of 4x2 (Matrixed HDMI / HDBT Outputs)Switcher with 2 HDMI, 1 DP, 1 USB-C inputs and 1 HDMI and 1 HDBaseT output up to 70 meters can be mirrored or matrixed. Complete Plug and Play, USB switching hub built in. Switchable 2 x USB-B host ports and 2 x USB-A 3.0 client/peripheral ports. USB-C should acts as a 3rd host port. USB Host ports can be set to switch manually, automatically, or set to follow a video input automatically. The switcher supports resolutions up to HDMI 2.0b, 4K/60Hz/4:4:4 8bit deep color, HDBaseT outputs supports resolutions up to HDMI 2.0b, 4K/60Hz/4:2:0 8bit deep color, Auto Switching with selectable signal sense or 5v sense modes or manual switching via front panel, WebGUI, or API/3rd party control, HDCP2.2 Compliant, Fully function USB-C port provides up to 40w charging power when device is locally powered. EDID management per input, Auto Display control to power on/off display, change input when source is detected using stored RS232 commands or CEC. Contractor can quote for 2 or more equipment if required to achieve the HDMI and USB switching functionality.	Lightware /Extron /Liberty AV	Piece	1		
7	1:4 HDMI distribution amplifier	Supply of HDMI 2.0 18G HDMI switching distribution amplifier with 1 HDMI inputs and 4 HDMI outputs. It should support HDMI 2.0 4K@60Hz 4:4:4 HDCP 2.2 Compliant, Each output can independently support automatic down-scaling from 4K to 1080P , Supports multiple HDR formats including HDR10 and Dolby Vision ; Supports PCM 2.0/5.1/7.1, Dolby TrueHD, Dolby Atmos, DTS-HD Master Audio and DTS:X audio formats . it should also support Input/output HDMI cable length up to 15m for 1080p, 10m for 4K@30Hz and 5m for 4K@60Hz.	Lightware /Extron /Liberty AV	Piece	2		



# REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



Sr. No	Item Description	Specification	Approved Make	UoM	Qty	Unit Price, Make, Model	Total
8	HDBaseT 4K60 4:4:4 / HDR 18G 70m HDMI extender	Supply of HDMI 2.0 HDBaseT Extension Set, Extend HDMI 2.0 signals up to 4K@60Hz / 4:4:4 up to 70m (4K 40m / 1080P 70m), Complete set Includes TX, RX, power supply, and IR flasher/emitter, Extends bi-directional IR. Flexible PoC (Power on either end), Supports HDR10, HDCP 2.2 compliant, Flexible power design (use power supply at TX or RX)	Lightware /Extron /Liberty AV	Piece	2		
9	Cable Cubby	Cable cubby with easy access to connectors 2 no.s Universal Power Socket,2no.s USB-A for Charging,Black in Colour Compact Size with Square Bezel, Two HDMI 2.0V Cables,One Type-C USB 3.2 Gen 1 Cable.	MTC/Kramer /Extron	Piece	3		
<b>AUDIO SYSTEM</b>							
10	Boundary Microphone	Supply, Installation, testing and commissioning of cardioid pre-polarized condenser on-table boundary layer microphone with 3-pin XLR and a programmable microphone button for Toggle on/off, PTM, PTT and permanent on features with a bi-color LED ring for status indication and TTL logic connector with logic inputs and outputs, frequency response of 40 Hz - 20,000 Hz or better and sensitivity of 10 mV/Pa or better, nominal impedance at 1 kHz of 200 Ω or better, current consumption of 5.3 mA or better, equivalent noise level of 26 dB(A) or better, dynamic range of 111 dB (A) or better, maximum SPL of 140 dB or better and operating on 48 V phantom power. The logic output voltage shall be high level > 2.4 or better and low level < 0.4 V or better and logic input voltage shall be high level > 2.0 V and low level < 0.8 V	Sennheiser, AKG,Shure	Piece	13		
11	Wireless Handheld Microphone	Supply, Installation, Testing & Commissioning Digital wireless handheld Microphone Transmission range 90meter or better with UHF transmission Channel selection :85 channels or better Transducer principle dynamic with Pick-up pattern cardioid, Audio frequency response 80 Hz to 18 kHz or better, Sound pressure level 154 dB SPL, Transmit power (radiated) Audio link: 10 mW ERP BLE: max. 10 mW EIRP. OEM ,Power requirement AA battery, On/OFF switch required,LED indicator. With both Transmitter and receiver pair	Sennheiser, AKG,Shure	Piece	2		

# REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



Sr. No	Item Description	Specification	Approved Make	UoM	Qty	Unit Price, Make, Model	Total
12	DSP	Supply, of audio, video and control processing system with 20 mic/line level analog audio inputs, 8 line level analog audio outputs, Up to 16 assignable and routeable AEC processor instances, Input Frequency Response-20Hz to 20kHz @ +21dBu, Input Impedance (balanced)-5K Ohms Nominal, Input Sensitivity Range (1dB Steps)--39 dBu min to +21 dBu max, A/D – D/A Converters - 24-bit, Sampling Rate-48kHz, Input Impedance (balanced)-5K ohms nominal, Output Dynamic Range-> 108dB, Inbuilt 16 Multitrack Player capacity, Front Panel with ID Button. Control and integrate external devices using TCP/IP & RS232. Add on combination of same make	QSC, Symmetrix, Biamp, Clearone.	Piece	1		
13	Ceiling Speakers	Supply of 4" 2 way dual concentric transducers with a tuned rear enclosure (back can), ABS moulded; with Twist lock fixing; Frequency Response : 90 Hz ~ 20 kHz (-3 dB); 80 Hz ~ 22 kHz (-10 dB); SPL @Rated Power: 99 dB @ 20 W; Power Taps @100V : 2.5, 5, 10, 20 W; @70V : 1.25, 2.5, 5, 10 W;	QSC/Tannoy /Sonodyne	Piece	8		
14	Power Amplifier	Supply of Class D Power Amplifier with 4 x 120W Quad Channel, : with 100 volt or 4 ohm operation, Input connector 4no.s:1x3 euroblock plug ; Frequency Response: 100Hz - 16kHz; S/N Ratio: > 90dB; THD+N : < 0.2% (-3dB).	QSC/Tannoy /Australian Monitor	Piece	1		
15	8 Port Network Switch with POE	Supply of 8port POE switch x 10/100/1000BASE-T PoE 2 x 100/1000 Mbps SFP, Switching Capacity :20 Gbps, Power budget 130 Watts, Supports of IEEE 802.3 10BASE-T Ethernet (twisted-pair copper), IEEE 802.3u 100BASE-TX Fast Ethernet (twisted-pair copper), IEEE 802.3ab 1000BASE-T Gigabit Ethernet (twisted-pair copper), IEEE 802.3z 1000BASE-X 1 Gbps over fiber optic	Dlink/Netgear/Cisco	Piece	1		
<b>PATCH CABLES</b>							
16	HDMI patch cable 2mts	Supply of 18 Gig HDMI 2.0 4K @ 60Hz and HDR Certified – 2 meters	Liberty /Extron/Lightware	Piece	11		
17	HDMI patch cable 6mts	Supply of 18 Gig HDMI 2.0 4K @ 60Hz and HDR Certified - 6 meter	Liberty /Extron/Lightware	Piece	1		
18	High Speed Mini HDMI to HDMI 10 Ft	Supply of HDMI Cable HDMI with Ethernet to mini HDMI cable with molded HDMI connectors at both ends. supports resolutions up to 4K@60Hz (4:4:4). Cable length 10 Ft.	Kramer/Extron/Lightware	Piece	6		
19	USB 2.0 A (M) to B (M) Cable 6 Ft	Supply of USB cable high-speed USB 2.0 type-A male to type-B male cable, Transfer Rates up to 480Mbps., Length 6 Ft	Kramer/Extron/Lightware	Piece	4		

# REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



Sr. No	Item Description	Specification	Approved Make	UoM	Qty	Unit Price, Make, Model	Total
20	USB Cable 3.0 (A to B)-20ft	Supply of 18 Gig HDMI 2.0 4K @ 60Hz and HDR Certified - 20' feet	Liberty /Extron/Light ware	Piece	2		
21	USB 3.2 GEN-2 USB-C (M) to USB-C (M) 10.70m (35ft)	Supply of USB C cable Connector A: USB Type-C Male to type C male ,Nickel plated, Type: USB 3.2 GEN-2,Video: 4K@60 4:4:4,Data: 10Gbps (USB 3.2 Gen 2) & USB 2.0,Power Charging: 20V, 5A (100W) ,Ethernet Support: 10/100/1000 Mbps,cable length 35 Feet.	Kramer/light ware	Piece	1		
22	High Speed HDMI AOC Cables with Ethernet 10m	Supply of HDMI AOC fiber cable,Supports 18GBps data rate,4:4:4 chroma subsampling , 3D, 48-bit Deep Colour, DTS-HD Master Audio and Dolby True HD,HDCP 2.2.Cable length of 10 mts	Liberty /Extron/Nt	Piece	2		
23	High Speed HDMI AOC Cables with Ethernet 15m	Supply of HDMI AOC fiber cable,Supports 18GBps data rate,4:4:4 chroma subsampling , 3D, 48-bit Deep Colour, DTS-HD Master Audio and Dolby True HD,HDCP 2.2.Cable length of 15 mts	Liberty /Extron/Nt	Piece	6		
24	Active USB extender 3.0 10 mts	Supply of Active USB 3.0 extender cable USB 3.0 type-A male to type-A female cable, Cable length of 10 mts,	NT/Aten	Piece	2		
25	Microphone Cable	Supply of 2 conductor Microphone cable, CM-Rated, 1-24 AWG stranded high-conductivity bare copper pair with PVC insulation, +90% bare copper spiral shield, PVC jacket	Belden/Proe l/Kramer	Meter	450		
26	Audio Sterio / Control Cable	Supply of 4 conductor cable, CM-Rated, 20 AWG stranded high-conductivity Tinned Copper with PVC Jacket insulation,	Kramer/Extr on/Belden	Meter	20		
27	Speaker Cable 14 AWG	2 Conductor 16AWG Tinned Copper, PVC Insulation, PVC Outer Jacket, 600 V (CL3), 90°C temperature, Bend radius 3.6 in (91 mm), AWM 2587 Compliance	Belden/Kra mer/Extron	Meter	180		
29	Installation charges	site coordination, Installation, configuration, programing, cable laying, labeling, fixing of raceways, termination, testing, conducting training, preparation of drawing (conducting layouts, schematics etc.) and documentation charges.	Integrator	Custom	1		

# REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



Sr. No	Item Description	Specification	Approved Make	UoM	Qty	Unit Price, Make, Model	Total
30	The extended warranty for the project's 2 <sup>nd</sup> year.	Comprehensive extended warranty of audio video system for four 2 <sup>nd</sup> year (after DLP of one year). *Warranty charges will be made quarterly in arrears after the start of such warranty period.	Integrator	Per Year	1		
31	The extended warranty for the project's 3 <sup>rd</sup> year	Comprehensive extended warranty of audio video system for four 3 <sup>rd</sup> year (after DLP of one year). *Warranty charges will be made quarterly in arrears after the start of such warranty period.	Integrator	Per Year	1		
32	The extended warranty for the project's 4 <sup>th</sup> year	Comprehensive extended warranty of audio video system for four 4 <sup>th</sup> year (after DLP of one year). *Warranty charges will be made quarterly in arrears after the start of such warranty period.	Integrator	Per Year	1		
33	The extended warranty for the project's 5 <sup>th</sup> year	Comprehensive extended warranty of audio video system for four 5 <sup>th</sup> year (after DLP of one year). *Warranty charges will be made quarterly in arrears after the start of such warranty period.	Integrator	Per Year	1		
<b>TOTAL (WITHOUT TAXES)</b>							

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**ANNEXURE - II MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Date:

To:

Dear Sir:

Ref: SBI/AOEKM/HR/600/182 dated 22.03.2024

We \_\_\_\_\_ who are established and reputable manufacturers / producers 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.

2. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Contractor :

(a) Such Products as the Bank may opt to purchase from the Contractor, provided, that this option shall not relieve the Contractor of any warranty obligations under the Contract; and

(b) in the event of termination of production of such Products:

(a) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

(i) following such termination, furnishing at no cost to the Bank the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

4. 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 / Producers)

*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 Contractor in its Bid should include it. Mandatory for all active equipment.*

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**ANNEXURE - III PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE HARDWARE / SOFTWARE / SERVICES**

M/s.

Date:

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

- a) Bid No..\_\_\_\_\_ dated \_\_\_\_\_
- b) Description of the Solution \_\_\_\_\_
- c) Quantity \_\_\_\_\_
- d) Date of commissioning \_\_\_\_\_
- e) Date of acceptance test \_\_\_\_\_

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

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered.</u>
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3.The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Contractor has fulfilled his contractual obligations satisfactorily\* or  
The Contractor has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

6. The amount of recovery on account of the failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**DETAILS OF ePROCUREMENT PRICE BID**

<p>AUCTION TO BE CONDUCTED BY</p>	<p>Will be provided by e-mail to the Technically successful contractors to take part in price bid.</p>
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**REQUEST FOR PROPOSAL**

SBI/AOEKM/HR/600/182

dated: 22.03.2024

**ANNEXURE – IV BID FORMAT (TECHNICAL BID)****Technical Bid: Compliance Letter****To be printed on the Letter Head of the Contractor, signed & to be uploaded.**

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

To:

CHIEF MANAGER (ITS)  
IT SERVICES DEPARTMENT  
SBI ADMINISTRATIVE OFFICE  
SHANMUGHAM ROAD, ERNAKULAM – 682 031

Dear Sir,

Ref: SBI/AOEKM/HR/600/182 dated 22.03.2024

We have examined the RFP mentioned in the reference, 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, installation, test, commission and maintain the equipment detailed in ,as per the terms and conditions spelt out in the RFP. We confirm that all the terms & conditions mentioned in the RFP Documents are acceptable to us.

We submit the following by uploading the same into the portal of M/s e-Procurement Technologies Ltd.:

<b>Sl. No.</b>	<b>Document</b>	<b>Annexure No.</b>	<b>Contractor's Compliance YES / NO</b>
1	Technical Bid Compliance Letter	Annexure IV	
2	Complete list of existing service support centers	Annexure V	
3	Authority Letter authorizing the signatory to sign the bid documents on behalf of the company/firm	NA	
5	Format of Agreement	Annexure VI	
6	Proof of Prior experience	Annexure VII	
7	Manufacturers'/Producers' Authorization Form	Annexure - II	
8	Scanned copy of EMD		

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the Contractor and the necessary support document delegating this authority is enclosed with this letter.



REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



- Quotes submitted by us have been arrived at without Agreement with any other contractor of this RFP for the purpose of restricting competition.
- The quotes submitted by us have not been disclosed and will not be disclosed to any other contractor responding to this RFP.
- We have not induced or attempted to induce any other contractor to submit or not to submit a bid for restricting competition.
- *We hereby certify that no terms and conditions will be stipulated in Price Bids.*

4. We agree to abide by the Bid and the rates quoted therein for the Bid, which shall remain binding upon us.

5. 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.

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

7. We also certify that the information/ data/ particulars furnished in our bids 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 and in the event of any details submitted turned out to be false, Bank is at discretion to forfeit the EMD.

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

Dated this..... day of ..... 2024

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

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

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**ANNEXURE V : TECHNICAL BID: DETAILS OF FUNCTIONAL OFFICE/ SERVICE CENTER  
IN KERALA**

Please attach proof for the same.

Sl. No.	Existing Service Center & Office	Complete address details with contact numbers, email ID, Telephone No., Fax, Name of Head

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

(To be stamped as per applicable Stamp Act)

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**ANNEXURE VI : AGREEMENT FOR COMPREHENSIVE EXTENDED WARRANTY FOR A/V EQUIPMENT**

THIS AGREEMENT made at ..... on the .....day of ..... BETWEEN **STATE BANK OF INDIA**, having one of its administrative Office at Ernakulam, Kerala and through Sri .....(hereinafter called "**SBI**" or "**THE BANK**", which expression shall include its successors and assigns)

AND

----- an individual/proprietor/ partnership firm/company) ----- called "**THE CONTRACTOR**" which expression shall include its successors and permitted assigns).

WHEREAS THE CONTRACTOR has agreed to provide and THE BANK has agreed to accept from THE CONTRACTOR, repair and comprehensive maintenance service for audio and video hardware and peripherals installed at 9<sup>th</sup> floor Boardroom, AO Ernakulam of THE BANK (hereinafter called "**THE SITE**") and listed in '**ANNEXURE 1 & 1(A)**' hereto as amended from time to time (hereinafter called "THE EQUIPMENTS") subject to The BANK paying charges to THE CONTRACTOR and on the following terms and conditions:

**1. CONTRACT PERIOD:**

1. 1. This Agreement is effective from ----- and it shall be valid for a period of five years viz. up to----- . This includes 4 year of warranty after defect liability period of one year.This Agreement shall be renewable at the option of The BANK for another period of one year after the initial period of 5 years. The option for renewal has to be made by **THE BANK** by giving notice to the Contractor, to the e-mail ID furnished by **THE CONTRACTOR** or in writing duly signed by the authorized signatory sent by email or courier so as to reach **THE CONTRACTOR** in their registered/branch office before expiry of the existing period. The BANK may terminate this Agreement in full or in part by giving not less than 1 (one) month advance notice in writing served on THE CONTRACTOR.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



1.2 THE CONTRACTOR will assist THE BANK, in the orderly termination of this Agreement on the transfer of all aspects hereof tangible and intangible, as may be necessary for the orderly, non-disrupted continuation of business of THE BANK.

## 2. CHARGES

2.1 The warranty charges payable quarterly in arrears by SBI to THE CONTRACTOR for the maintenance services described herein, are based on the item-wise price break-up submitted by THE CONTRACTOR (exclusive of all taxes) and unless provided for elsewhere herein, no additional charges shall be claimed by THE CONTRACTOR. No charges would be payable on the equipment which are under warranty and THE CONTRACTOR shall liaise with the supplier contractor for carrying out maintenance service under the warranty period.

2.2 THE CONTRACTOR card for payments due in accordance with this Agreement, at the end of the quarter shall submit to THE BANK their invoice (s) with a statement having following duly signed and certified for payment by user Branch / Office [Branch Manager or official-in-charge of the office or any other officer], based on log / service.

1	Name of the Branch	
2	Name of Equipment	
3	Replacement Cost	
4	Warranty Charges for the quarter	
5	Banks' Stipulated uptime	99.99 %
6	Downtime – hours	
7[a]	Penalty Rs.500 [Each item on each failure Occasion that is attended later than 4 hours from oral/ written notice to contractor]	
7[b]	Penalty of 1% of Warranty charges for every 0.2% drop in the stipulated <b>Down-Time: 1 %. Maximum penalty 5%</b>	
7[c]	Penalty for failure to repair the equipment within 1 business days @ Rs.500/- per day plus cost of repair outside (if done by THE BANK)	
7[d]	5 % of Warranty Charges as penalty for failure to carry out preventive maintenance in a quarter	
8	Total Penalty Recovery [7a+7b+7c+7d]	
9	Warranty Payment or Recovery for quarter [4-8]	

### TERMS OF INVOICES SUBMISSION BY THE CONTRACTOR:

2.3. THE CONTRACTOR shall submit to THE BANK their invoices for the payment as per schedule (4.6) and subject to submission of Performance Bank Guarantee.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



2.4 All of the prices, terms, warranties, and benefits granted by THE CONTRACTOR herein are comparable to or better than the equivalent terms being offered by THE CONTRACTOR to any of its present customers. If THE CONTRACTOR shall, during the terms of this Agreement, enter into arrangements with any of its customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed amended to provide such greater benefits to THE BANK.

### **3. TERMS & CONDITIONS OF THE COMPREHENSIVE WARRANTY /MAINTENANCE**

3.1 THE CONTRACTOR, shall maintain of THE EQUIPMENTS to the full extent and satisfaction of THE BANK for the period of 5 years. This includes 4 year of warranty after defect liability period of one year, i.e., from ..... to ..... During the term of this Agreement THE CONTRACTOR agrees to maintain THE EQUIPMENTS in good working order and for this purpose will provide the following repair and maintenance service described herein:

3.2. The comprehensive maintenance includes Preventive Maintenance, quarterly regular services of THE EQUIPMENTS as mentioned in ANNEXURE – I & 1(A) (bill of quantity) and/or replacement of any items necessary for keeping the said items active and free from any defects or disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right its malfunctioning. THE CONTRACTOR shall conduct Preventive Maintenance and general servicing (including but not limited to inspection, testing, satisfactory execution of all diagnostics. Cleaning and removal of dust and dirt from the interior of THE EQUIPMENT, checking and necessary repairing of THE EQUIPMENTs) at least 4 times (Quarterly) in a calendar year. In the case of failure in conducting preventive maintenance as said above, THE BANK will impose a penalty at the rate of 5% of the quarterly Warranty charges of THE EQUIPMENT payable to THE CONTRACTOR. A detailed report of Preventive Maintenance as per annexure to be submitted quarterly in the format provided in Annexure 3, within 30 days from the due date. The penalty on failure of submission of Preventive Maintenance Report is over and above the maximum penalty fixed for drop in uptime of the systems and other penalties mentioned in this Agreement.

3.3 Maintenance shall be provided on-site for THE EQUIPMENT by THE CONTRACTOR and Maintenance contract is comprehensive, which covers both the spare parts and labour. The replacement of all the spares is included under this Maintenance Contract. Replacement of defective spares with original spares or spares of equivalent specification will be done by THE CONTRACTOR without any extra charge.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



3.4 By offering to provide Comprehensive Maintenance Service for THE EQUIPMENTS, THE CONTRACTOR is giving an implicit confirmation to THE BANK that the satisfactory discharge of comprehensive maintenance service is not going to suffer due to lack of spares. The offer of comprehensive maintenance service by THE CONTRACTOR implies an unequivocal undertaking that THE CONTRACTOR is holding sufficient spares in respect of THE EQUIPMENTS, as THE CONTRACTOR itself has manufactured / supplied THE EQUIPMENTS to THE BANK or that THE CONTRACTOR is in a position to procure sufficient spares for THE EQUIPMENTS either through back-to-back arrangements with the manufacturer or through procurement from the open market - and therefore, the satisfactory discharge of the warranty shall not suffer due to lack of spares.

3.5 The Comprehensive Maintenance shall be carried out primarily at the premises of THE BANK during the office hours (from 8.00 Hrs to 20.00 Hrs) on all working days of THE BANK. In case THE CONTRACTOR feels that THE EQUIPMENT cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due acknowledgement for receipt of the equipment and deliver back the repaired equipment at THE CONTRACTOR's own cost and risk to get it repaired promptly, within a reasonable time after giving a replacement unit till the repair is complete. All costs, charges and expenses in respect of moving THE EQUIPMENT or any part thereof including cost, charges and expenses for re-installation and testing shall be borne by THE CONTRACTOR and THE BANK will not bear any transportation expenses to THE CONTRACTOR during the Agreement period. During the period when each of THE EQUIPMENT is carried out of the site for repair, THE CONTRACTOR shall provide standby of THE EQUIPMENT of equal specification for use of THE BANK till THE EQUIPMENT is delivered back after repair.

3.6 THE CONTRACTOR shall maintain a written maintenance and repair log and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of work performed at the site. The details of preventive maintenance conducted are also to be recorded and got countersigned by the branch manager / chief manager of branches / offices of THE BANK. Monthly report of complaints and action taken shall be submitted to THE BANK.

3.7. THE CONTRACTOR is solely responsible for engaging skilled personnel, their remuneration/compensation etc. and in no event shall be treated as the employee of THE BANK or they can claim absorption in the service of THE BANK. THE CONTRACTOR shall submit to THE BANK a point of contact and escalation matrix, who will be authorized to do the maintenance and other support services to THE BANK under this Agreement. THE CONTRACTOR shall give 7 days prior notice to THE BANK in the case of revision/amendment of the list.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



3.8 The Annual maintenance charges would be payable by THE BANK at the agreed rate and would be paid in quarterly installments, after the end of each quarter, within 30 days of receipt of the invoice from THE CONTRACTOR.

3.9 THE CONTRACTOR shall submit to THE BANK their invoice (s) for payments due in accordance with this agreement and the payment shall be made by THE BANK in accordance with the agreed rate after deducting penalty(ies) and other recoveries, if any.

### **3.10 SCOPE OF WORK – ANNUAL MAINTENANCE OF A/V HARDWARE AND PERIPHERALS**

#### **The core Warranty activities will include:**

1. THE CONTRACTOR will ensure the uptime of the device is 99.99%
2. The Service engineer engaged by the contractor should be skilled expertise personnel in the fields of Audio Video Technologies and should be able to handle issues relating to A/V integration, audio, video, video conferencing
3. If required, services may be extended beyond the working hours as well as on Saturday/ Sunday and Holidays to complete the task with prior intimation to the bank.
4. In case of equipment failure. It would be the responsibility of contractor to provide standby and to ensure the functionality of the equipment.
5. Maintain sufficient spares and replacement of spares within the stipulated time limit.

#### **The Scope of extended warranty will include:**

- 1) Reprogramming of the system to suit the requirements of THE BANK. Rectification of hardware / software or programming faults. Coordination with the OEM/ actual supplier of the hardware for systems under Warranty.
- 2) Coordination with all OEMs, Electrical team and VC equipment AMC team.
- 3) Video Conferencing service (coordination with the supplier) on demand.
- 4) Loading of latest firmware/ OS patches for meeting exigencies and maintaining optimal performance.
- 5) THE CONTRACTOR shall provide all assistance at the time of shifting, relocation, or modification of the room if any.

### **4. PENALTY CLAUSE:**

4.1 THE CONTRACTOR shall ensure an uptime of 99.99% for the project.

4.2 The uptime shall be computed on quarterly basis.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



4.3 In the event of two consecutive breakdowns of any equipment within a span of two weeks, THE BANK reserves the right to treat the intervening period as downtime and recover the penalty out of the payments due to THE CONTRACTOR or through any other legal measures as deemed fit.

4.4 For the purpose of calculation of the uptime working day (Total time) is defined as a twelve-hour period from 08.00 Hrs. to 20.00 Hrs.

4.5 System Uptime for the purpose of the penalty clause is defined as productive and error free time of THE EQUIPMENT reckoned on a quarterly basis and the system uptime efficiency shall be computed as under:

$$\frac{[(\text{Total Time minus Down Time}) \text{ Divided by Total Time}] \text{ multiplied by } 100}{}$$

4.6 THE CONTRACTOR shall provide repair and maintenance service, in response to complaint / request for repair of equipment by oral, including telephone or email/letter by THE BANK so that lead time for carrying out repairs of THE EQUIPMENT and making it operational does not exceed 24 hours, failing which a penalty of Rs.500/- for each occasion will be deducted from the quarterly Warranty charges payable to THE CONTRACTOR.

4.7 In case whenever the defects / faults are not set right / rectified before the end of the third business day after lodgment of complaint (without reckoning the date of complaint), THE BANK will impose, at its absolute discretion, on THE CONTRACTOR a penalty of Rs.500/- per day.

4.8 The maximum penalty chargeable per quarter is limited to 5% of the quarterly warranty charges payable to THE CONTRACTOR.

4.9 In case the defects / faults are not set right / rectified before the end of the third business day after lodgment of complaint and THE BANK is constrained to set right/repair THE EQUIPMENT through outside agencies, costs/charges thereof shall be recovered from THE CONTRACTOR, in addition to the penalty chargeable.

### **5. FORCE MAJEURE:**

Notwithstanding the provisions mentioned in the Agreement, THE CONTRACTOR shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if 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.



## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



For purposes of this clause, “Force Majeure” means an event beyond the control of THE CONTRACTOR and not involving THE CONTRACTOR’s fault or negligence and not foreseeable. Such events may in the nature of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, THE CONTRACTOR shall promptly notify THE BANK in writing of such condition and the cause thereof. Unless otherwise directed by THE BANK in writing, THE CONTRACTOR 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.

### **6. SUBCONTRACTING**

6.1 THE CONTRACTOR shall not subcontract or permit anyone other than the personnel engaged by them to perform any of the work, services or other performance required to be performed by THE CONTRACTOR under this agreement without the prior written permission of THE BANK.

### **7. CHANGES IN ANNEXURE**

7.1 THE BANK shall have the right to make changes and attachments to THE EQUIPMENTS, provided that such changes and/or attachments do not prevent proper maintenance from being performed by THE CONTRACTOR as required under this Agreement or unreasonably increases the cost of THE CONTRACTOR for performing repair and maintenance service.

### **8. LEGAL REQUIREMENTS**

8.1. THE CONTRACTOR shall comply with all applicable laws in performing the obligations under this Agreement including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970, as may be applicable.

### **9. SECURITY**

9.1 THE CONTRACTOR agrees that THE CONTRACTOR and its personnel will at all times comply with all security regulations in effect from time to time at THE BANK’s premises and externally for materials belonging to THE BANK.

### **10. CONFIDENTIALITY:**

10.1 THE CONTRACTOR acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data whose disclosure to or use by third parties will be damaging or cause loss to THE BANK. THE CONTRACTOR agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



the obligations under this Agreement, to release it only to employees requiring such information and not to release or disclose it to any other person. THE CONTRACTOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Agreement are fully satisfied.

### **11. WARRANTY**

11.1 THE CONTRACTOR represents and warrants that the repair and maintenance service / products hereby sold do not violate or infringe upon any patent, copy right, trade secret or other property right of any other person or other entity.

### **12. INDEMNITY:**

12.1. THE CONTRACTOR agrees that it shall keep THE BANK always indemnified against all or any loss, damage, costs (including as between attorney and client) and all expenses which may arise on account of any claim from any third party arising out of any breach or claimed breach or the failure of THE CONTRACTOR or any of its employees or agents by whatsoever name he/she is called, of the above clauses on security, confidentiality and/ or warranty, whether the loss, damage, costs or expenses arise directly or indirectly from such breach or failure. THE CONTRACTOR also agrees to keep THE BANK indemnified of any loss caused to THE BANK due to loss/damage, if any, caused to THE EQUIPMENTS on account of any reason attributable to the employees/agents of THE CONTRACTOR.

### **13. BUSINESS TERMINATION:**

13.1 In the event that THE CONTRACTOR shall cease conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state resulting to insolvency or the protection of rights of creditors, then (notwithstanding the option of THE BANK in clause 1.1 of the agreement) at the discretion of THE BANK, this Agreement shall stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

### **14. TERMINATION OF THIS AGREEMENT**

Termination for Insolvency : THE BANK may, at any time, terminate the Contract by giving written notice to THE CONTRACTOR if THE CONTRACTOR becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to THE CONTRACTOR, 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.

## REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



4.10 Termination for Convenience : THE BANK, by written notice sent to THE CONTRACTOR, 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 CONTRACTOR under the Contract is terminated, and the date upon which such termination becomes effective.

### **15. DISPUTE RESOLUTION MECHANISM:**

15.1 THE BANK and THE CONTRACTOR shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, THE BANK and THE CONTRACTOR have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

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

(a) In case of Dispute or difference arising between THE BANK and THE CONTRACTOR relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by THE BANK and the successful contractor. The third Arbitrator shall be chosen by mutual discussion between THE BANK and the successful contractor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by Agreement between the parties.

(b) Arbitration proceedings shall be held at ERNAKULAM, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. If, THE BANK and THE CONTRACTOR have been unable to resolve amicably a dispute even after a reasonable period then the matter may be referred to the court of law. The parties irrevocably submit to the exclusive jurisdiction of the courts of ERNAKULAM for the determination of disputes arising under or in connection with this Agreement.

REQUEST FOR PROPOSAL

SBI/AOEKM/HR/600/182

dated: 22.03.2024



**16. GENERAL:**

16.1 No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both the parties.

16.2 Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly been authorized and empowered to enter into this Agreement. Each party further acknowledges and confirms that it has read this Agreement, understood it and agrees to be bound by it.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the day and date first above written, in the presence of the following witnesses:

Signed, sealed and delivered by

Sri. .... the .....

..... of THE BANK

Signed, sealed and delivered by

Sri. .... the .....

..... of THE CONTRACTOR

Witnesses:

Name, Address & Signature

1. ....

2. ....

3. ....

**REQUEST FOR PROPOSAL**

SBI/AOEKM/HR/600/182

dated: 22.03.2024

**ANNEXURE VII : TECHNICAL BID: DETAILS AND PROOF OF PRIOR EXPERIENCE**

Please attach sufficient proof for the entries made on this page.

- a) Work Experience: Should have work experience in the Audio Video systems integration field for more than 3 years and should have carried out similar works involving in Govt / Semi Govt / PSU offices in Kerala in the past 3 years.

Table VII-(i)

Sl No	Period	Please give details of Establishment where a similar work was carried out with details of work	Contact details of client with contact numbers, email ID, Name of Head of department	Total Value of contract	Percentage of value of Audio / Video equipment and their SITC out of total value
A	2021-22				
B	2021-22				
C	2021-22				
D	2022-23				
E	2022-23				
F	2022-23				
G	2023-24				
H	2023-24				
I	2023-24				

- b) Choose the eligibility criteria: The following combinations shall be considered for eligibility: Experience of having successfully completed similar work during last 3 years ending last day of 31.03.2024 as under:

Table VII-(ii)

	Choose the qualifying experience from A/ B/ C/ D/ E/ F/ G/ H/ I/ etc. FROM Table VII-(i) ABOVE
(i) Three similar works costing not less than the amount equal to 40% of the estimated cost i.e., Rs.10 Lakhs each. OR	
(ii) Two similar works costing not less than the amount equal to 50% of the estimated cost i.e., Rs.12.5 Lakhs each. OR	
(iii) One similar work costing not less than the amount equal to 80% of the estimated cost i.e., Rs. 20 Lakhs each.	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_