



REQUEST FOR PROPOSAL
FOR PROCUREMENT,
INSTALLATION, COMMISSIONING, TESTING AND MAINTENANCE
WORKS OF AUDIO VIDEO (AV) SYSTEM FOR 7TH FLOOR BOARDROOM AT LHO
THIRUVANANTHAPURAM

Ref: SBI: SBI/ITS/2023-24/441

dated : 29.09.2023

ASSISTANT GENERAL MANAGER (ITS)
IT SERVICES DEPARTMENT
STATE BANK OF INDIA
LOCAL HEAD OFFICE,
THIRUVANANTHAPURAM
CONTACT NUMBER: Tel: 0471 – 2192291, 9437094332, 9497713620
Email ID: agmits.lhotri@sbi.co.in, admin.lhotri@sbi.co.in

TENDER NOTICE

NIT No.		ITS/LHO/2023-24/441
TYPE OF TENDER		<u>ITEM RATE CONTRACT</u>
BIDDING SYSTEM		TWO BID SYSTEM
WEBSITE FOR DOWNLOADING TENDER DOCUMENTS		<u>https://sbi.co.in</u> under the link "SBI in the News → Procurement News"
WEBSITE FOR ONLINE SUBMISSION OF PRICE BID		<u>https://etender.sbi</u>
METHOD OF SUBMISSION	TECHNICAL BID	ONLINE except for EMD which is to be submitted in physical form as Demand Draft (DD)
	EMD (DD)	
	PRICE BID	ONLINE

NAME OF WORK:	TENDER FOR RENOVATION OF AUDIO - VIDEO SYSTEM WORK AND ITS MAINTENANCE IN CONFERENCE AT STATE BANK OF INDIA ON 7TH FLOOR, LHO THIRUVANANTHAPURAM.
LOCATION:	7TH FLOOR BOARDROOM, LHO THIRUVANANTHAPURAM, STATE BANK OF INDIA, ROTARY JUNCTION, POOJAPURA,
APPROXIMATE ESTIMATED VALUE OF WORK	RS. 60,00,000/- PLUS TAXES AS APPLICABLE
AVAILABILITY IN WEBSITE	FROM 02.10.2023 TO 20.10.2023
SUBMISSION OF WRITTEN QUERIES	UPTO 02:00 PM (IST) ON 07.10.2023
PREBID MEETING AT LHO	02:00 PM (IST) ON 10.10.2023 AT 7TH FLOOR BOARDROOM, LHO THIRUVANANTHAPURAM
CLARIFICATIONS TO QUERIES RAISED	13.10.2023
LAST DATE & TIME FOR SUBMISSION OF TECHNICAL BID AND EMD	UPTO 02:00 PM (IST) ON 20.10.2023
OPENING OF TECHNICAL BIDS	03:00 PM (IST) ON 20.10.2023
ONLINE SUBMISSION OF PRICE BIDS	TENTATIVELY ON 30.10.2023 11:00 AM (IST) TO 03:00 PM (IST)]
ONLINE OPENING OF PRICE BIDS	TENTATIVELY ON 30.10.2023 [03:30 PM (IST)]
COMPLETION OF WORK	45 DAYS FROM THE DATE OF COMMENCEMENT (TIME WILL BE THE ESSENCE OF THE CONTRACT)
EARNEST MONEY DEPOSIT	RS. 60,000/- (IN THE FORM OF DD IN FAVOUR OF 'STATE BANK OF INDIA' PAYABLE AT THIRUVANANTHAPURAM
FOR ANY TECHNICAL CLARIFICATION AND SITE VISIT PLEASE CONTACT	SHRI. BAVIN G KARIPAL, MANAGER (C&C), PH: 9437094332 / 9497713620, EMAIL: ADMIN.LHOTRI@SBI.CO.IN

NOTICE INVITING TENDER

Tenders are invited from vendors fulfilling the eligibility criteria for execution of work - **“RENOVATION OF AUDIO - VIDEO SYSTEM WORK AND ITS MAINTENANCE IN CONFERENCE ROOM ON 7TH FLOOR BOARDROOM, AT STATE BANK OF INDIA, LHO THIRUVANANTHAPURAM,”** as stated in the Tender notice.

1	Estimated cost of Work	As stated in Tender Notice
2	Completion Time	As stated in Tender Notice
3	Eligibility of the Bidder	As mentioned in Section 3.2
4	Earnest Money Deposit (EMD) (To be submitted physically)	As stated in section 3.9 in the form of DD in favor of 'State Bank of India' payable at THIRUVANANTHAPURAM.
5	Address for submission EMD	Via Courier: AGM (ITSS), ITSS Department, 2nd floor, State Bank of India, LHO THIRUVANANTHAPURAM, Rotary Junction, Poojapura, THIRUVANANTHAPURAM- 695012
6	Tender documents available for download from the websites	As stated in Tender Notice
7	Last date and time for submission of Technical Bid & EMD in physical form.	As stated in Tender Notice
8	Date and Time of e-Tenders (price bid)	As stated in Tender Notice.
9	The tender will be summarily rejected if the Bidder	<ol style="list-style-type: none"> 1. Failed to submit Technical Bid & EMD at the respective location on or before due date & Time. 2. Failed to submit a duly signed and stamped Form of Submission of tender & Process Compliance Statement (Annexure –I, II, IV,V & VII), as a proof of accepting the terms and conditions. 3. Partly or fully Modifies, alters, or corrects the tender document uploaded by SBI.
10	Validity of tender and price	180 days from the last date for submission of PRICE BID.

11	Rates quoted by bidder	<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 5 year comprehensive AMC/Warranty charges and all related expenses required for the proper completion of the work excluding Taxes.</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 bidder.</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>2. Site visit by the bidder's engineers or authorized representatives is mandatory precondition to participate in the Bid.</p> <p>3. Any clarifications sought after opening of the tenders will not be entertained for any reason. Bidder 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 bidder 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 bidder 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 on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender</p>

14	Payment terms	<p>i) No advance payment / mobilization advance will be made.</p> <p>ii) 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 six years and three months.</p> <p>iii) 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>iv) If PBG is not submitted and the work is completed and handed over to the bank, 90% payment will be released and balance 10% shall be released after warranty period.</p> <p>v) 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 5 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	Total Security Deposit (SD)	5% of the contract value including Initial Security Deposit of 2% (inclusive of 1 % 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)
17	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.
18	Defects Liability Period and Warranty Period	Total of Six years from handover (One year Defects Liability Period (DLP) and five years Warranty)
<ul style="list-style-type: none"> SBI reserves the right to accept or reject any or all bids without assigning any reason whatsoever, even after opening of the bids. Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders. The information provided by the bidders 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 bidders and such amendments will be binding on them. 		

2. SCHEDULE OF EVENTS

Bid Document Availability	Bid document can be downloaded from website www.sbi.co.in from 02.10.2023 to 20.10.2023
Pre - bid Meeting at Location	02:00 PM (IST) ON 10.10.2023 at 7th Floor Boardroom, LHO THIRUVANANTHAPURAM
Clarifications to queries raised at pre-bid meeting to be provided	13.10.2023
Last date of submission of technical bids	UPTO 02:00 PM (IST) ON 20.10.2023
Opening of Technical Bids	03:00 PM (IST) ON 20.10.2023
Opening of Commercial Bids	Through on-line Price Bid. The date for Price Bid is tentatively 30.10.2023 and confirmation will be communicated to such bidders who qualify in the Technical Bid.
Contact Details	
Address for Communication and submission of bid.	Assistant General Manager (ITS) IT Services Department, LHO THIRUVANANTHAPURAM, State Bank of India, Rotary Junction, Poojapura, THIRUVANANTHAPURAM- 695012 0471 – 2192291
All correspondence relating to this RFP should be sent to following email ids	agmits.lhotri@sbi.co.in , admin.lhotri@sbi.co.in

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

Clause No.	Topic	Clause No.	Topic
	A. Introduction		D. Submission of Bids
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. Bidding Documents		E. Bid Opening and Evaluation
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
	C. Preparation of Bids	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		

A. INTRODUCTION

3.1 **Broad Scope of Work:**

3.1.1 Supply, installation, testing, commissioning and maintenance of state-of-the-art Audio and Video Conference System at 7th Floor Boardroom of the Local Head Office of State Bank of India at Poojapura, Thiruvananthapuram. The bidder should provide a total of 5 years comprehensive warranty support after 1 year of the Defects Liability Period (DLP). The Bidders should conduct a site survey of the Boardroom on any working days from 10:00AM to 5:00PM. (Please contact Mr. Bavin G Karipal 9437094332 / 9497713620 to book an appointment prior to visit.). The deliverables, such as Audio and Video conference system and all accessories as specified in the Annexure I or as may be finalized by the Bank, as the case may be.

3.2 **Eligibility Criteria**

3.3.1 This tender is open to bidders 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 30.08.2023 as under:

(i) Three similar works costing not less than the amount equal to 40% of the annual estimated cost i.e. Rs.24 Lakhs each. OR

(ii) Two similar works costing not less than the amount equal to 50% of the annual estimated cost i.e. Rs.30 Lakhs each. OR

(iii) One similar work costing not less than the amount equal to 80% of the annual estimated cost i.e. Rs. 48 Lakhs each.

b) **Bidder should have a properly functioning office in Kerala. Satisfactory proof of such functioning office to be attached. Availability of Service Centers: Bidder/OEM must have a Functional Service Centre in Kerala.** This is to ensure quick and assured after-sales service.

c) **Scope:** The Bidder capable of supplying, installing, testing, and commissioning all items in the Bill of Quantity (BOQ) list only need to quote. A bidder's offer is liable to be rejected if they don't quote all products mentioned in Bill of Quantity in Annexure I.

d) The Bidder 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 bidder shall provide Manufacturers Authorization 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) Bidder 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 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 Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case 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 Bidder is expected to examine all instructions, forms, terms and specifications in 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 Bidder's risk and may result in the rejection of the Bid.

3.5 Clarification / Amendment of Bidding Document

3.5.1 Bidder 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 bidders. It is the responsibility of the bidder to check the website 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 bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

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 Bidder, may modify the Bidding Document, by amendment.

3.5.6 In order to enable bidders 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.

C. PREPARATION OF BIDS

3.6 Language of Bid

3.6.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder 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, taxes, sales tax, excise duty, custom duty, etc., as also cost of incidental services such as transportation, insurance etc. Prices quoted should be inclusive of Comprehensive warranty for 5 years after completion of Defects Liability Period (DLP) of One year.

3.7.3 Prices quoted by the Bidder shall be fixed during the Bidder'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 20 days from the date of placement of 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 In the event of the equipment not being delivered, installed, tested and commissioned within 45 days from date of Purchase Order, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to successful bidder.

3.8.3 This amount of the penalty so calculated 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 the event of such cancellation, the bidder is not entitled to any compensation.

PLEASE NOTE: THE DELIVERY SCHEDULE SHALL BE STRICTLY FOLLOWED AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

3.9 Earnest Money Deposit (EMD): Rupees Sixty Thousand only in the form of Demand Draft. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer 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.

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 Bidders' 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 round will be online and the **EMD** should be submitted in sealed NON-WINDOW envelopes, each superscribed with "**TENDER FOR RENOVATION OF AUDIO - VIDEO SYSTEM WORK AND ITS MAINTENANCE IN CONFERENCE ROOM ON 7TH FLOOR BOARDROOM, AT STATE BANK OF INDIA, LHO THIRUVANANTHAPURAM,**".

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

3.11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature before uploading the bid.

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 Bidders' shall seal the NON-WINDOW envelope containing the EMD. Technical bid has to be done online in <https://etender.sbi>

3.12.2 The envelope shall:

- a) be addressed to the Bank at the address given in Part-I ; and
- b) bear the Project Name "**TENDER FOR RENOVATION OF AUDIO - VIDEO SYSTEM WORK AND ITS MAINTENANCE IN CONFERENCE ROOM ON STATE BANK OF INDIA 7TH FLOOR BOARDROOM, LHO THIRUVANANTHAPURAM,**".

3.12.3 All envelopes should indicate the name and address of the Bidder on the cover.

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 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 bidders 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 Bidders 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 provided to technically qualified bidders only.

3.15.2 The L1 Bidder will be selected **on the basis of the net total of the price evaluation** as quoted in the Price bid. **Net total quoted by each bidder should be the sum total of all costs involved in this project including supply of hardware, installation, testing, works, project management, etc.** The cost of 5 years warranty is also to be included in the price evaluation, but payment of such warranty charges will be made quarterly in arrears after the start of warranty period.

3.15.3 The successful bidder is required to provide a detailed price breakup of the rates quoted within 48 hours of conclusion of the Price bid. In addition to the granular details of the financial bid, the cost split up for annual Comprehensive warranty per year should also be provided in the format below within 48 hours of conclusion of the Price bid.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AUDIO VIDEO SYSTEM FOR FIVE YEARS (AFTER DLP OF ONE YEAR]				
SI No	PARTICULARS	AMOUNT	GST	TOTAL
1	2 nd Year			
2	3 rd Year			
3	4 th Year			
4	5 th Year			
5	6 th Year			

3.15.4 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 bidder 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 bidder 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.
- (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 bidder.

3.16 Contacting the Bank

3.16.1 No Bidder 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 Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.17 Award Criteria

3.17.1 The Bank will award the Contract to the successful Bidder 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders 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 Bidder 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 Bidder 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 Bidder , the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

3.20 Performance Bank Guarantee: As mentioned in payment terms

3.21 Signing of Contract :

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

3.21.2 Failure of the successful Bidder to comply with the requirements listed in Annexure I shall constitute sufficient grounds for the annulment of the award .

3.21.3 The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder 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

4.1.2 "The Contract" means the agreement entered into between the Bank and the successful bidder, 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 "Vendor" is the successful Bidder 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 Vendor 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 Vendor 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 Vendor 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 system with 5 years comprehensive warranty support after 1 year of Defects Liability Period (DLP)

4.1.9 “The Project Site” means the boardroom at 7th floor of Local Head Office (LHO) Thiruvananthapuram of the State Bank of India where the equipment is to be supplied, installed and commissioned.

In case of a difference of opinion on the part of the Bidder 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 Bidder.

4.2 Use of Contract Documents and Information

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

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

4.3.3 “Bidder 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 bidder 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.

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 Vendor 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 Vendor 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 Vendor shall not, without the Bank's prior written consent, make use of any document or information 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 Vendor'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 bidder shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

4.6 Payment Terms

Payment shall be made in Indian Rupees.

- i) **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 six years and three months.**
- ii) **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.**
- iii) **If PBG is not submitted and the work is completed and handed over to the bank, 90% payment will be released and balance 10% shall be released after warranty period.**
- iv) **Warranty costs will not be payable during Defects Liability Period of 1 year from handover. The warranty costs will be paid quarterly in arrears subject to satisfactory performance from 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.**
- v) **Successful commissioning and acceptance certificate as mentioned in Annexure III is mandatory for processing the payment.**

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

4.7 Prices

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

The Bidder 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.

The Bank reserves the right to re-negotiate the prices in the event of 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 Thiruvananthapuram.

7. Addresses for Notices

7.1 The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

Assistant General Manager (ITS)
IT Services Department,
LHO THIRUVANANTHAPURAM,
State Bank of India,
Rotary Junction, Poojapura,
THIRUVANANTHAPURAM- 695012

Vendor's address for notice purposes

<To be filled in by the Vendor>

7.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

8. Taxes and Duties

The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, 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 Vendor 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 Vendor 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 Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

The Vendor'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 Vendor 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****TENDER FOR RENOVATION OF AUDIO - VIDEO SYSTEM WORK AND ITS MAINTENANCE
IN CONFERENCE ROOM ON 7TH FLOOR, AT STATE BANK OF INDIA LHO
THIRUVANANTHAPURAM**

The proposed board room is 40 seater and the participants use the room in 4 modes:

1. Conducting H.323/Sip Video conferences (VC) using hardware codec (Poly group 500)
2. Conducting Cloud VC like MS Teams or Cisco Webex 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. The remaining items come under project scope.
3. Hybrid mode of using both 1. and 2 mentioned above. We use both cloud VC and H.323 Codec at the same time to connect a wider audience. The audio system supplied should interconnect 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. The system should enable smooth audio as well as video communication among all parties. Bidders having prior experience in such DSP programming capability involving mixing, bridging and federation should only apply for the bid.
4. Presentation mode where a Laptop / PC is used to display PPT or Video on the multiple screens.

All 4 modes require sound reinforcement in the room along audio mixing. A single control panel to manage this is required. 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.

Displays/Screens that are already installed has to be re-used in the proposed renovation:

1. Monitors (5 nos.) - HP ProDisplay P221
2. Laser Projector (1 nos.) – Benq Laser projector LU710
3. TV displays (7 nos.)- Assorted

All have HDMI inputs

Bill of Quantity:

Sr. No	Item Description	Specification	Approved makes equivalent or	Qty
Display System				
1	109", 16:10, Tab tensioned, Motorized Screen Matt white with black drop of 4ft	Tab tensioned motorised screen 109" , aspect ratio 16:10, Matt White 1:1 Gain, with IR control and Low touch relay	Milan, Liberty, Draper	1
2	Relay controller	4 channel voltage relay controller ,RS232C programmable port	Milestone /Crestron/Philips	1

Video Switching System				
3	HDMI Transmitter	SITC of HDMI Transmitter over Cat 6 (HDBaseT) up to 70m with Inputs 1 Cat6 (HDBaseT), 1 HDMI Output, 2K and 4K support, HDTV Compatible, HDCP 2.2 Compliant with IR and RS-232, Compliance : CE, ISO 9001, ISO 14001, OHSAS 18001, etc complete as required.	Lightware/ Kramer/Extron	5
4	HDMI Receiver	SITC of HDMI Receiver over Cat 6 (HDBaseT) up to 70m with Inputs 1 Cat6 (HDBaseT), 1 HDMI Output, 2K and 4K support, HDTV Compatible, HDCP 2.2 Compliant with IR and RS-232, Compliance : CE, ISO 9001, ISO 14001, OHSAS 18001, etc complete as required.	Lightware/ Kramer/Extron	7
5	HDMI Scaling Receiver	SITC of auto-switcher/scaler receiver with 1 HDBaseT inputs and a local HDMI input supporting automatic and manual glitch-free switching between the inputs, and up- or down-scaling to any resolution up to 4K@60Hz (4:4:4). The output should scaling automatically matching the resolution of the HDMI display on the output, or should be manually set by the user. Extending video signals up to 180m over CAT copper cables at up to 4K@60Hz (4:2:0) 24bpp video resolution and provides even further reach for lower HD video resolutions. Should have Control features like : Input selection buttons, and remote contact-closure switches. RS-232 serial commands transmitted by a PC, touch screen system or other serial controller, embedded web pages via LAN for configuration and control	Kramer, Extron, Lightware	1
6	HDMI M To HDMI M Fiber 4K 10.0 M	HDMI Fiber cable 10 M	Kramer, Nt, Aten	2
7	HDMI M To HDMI M Fiber 4K 15.0 M	HDMI Fiber cable 15 M	Kramer, Nt, Aten	3
8	HDMI M To HDMI M Fiber 4K 20.0 M	HDMI Fiber cable 20 M	Kramer, Nt, Aten	1
9	USB 2.0 A M To USB B M 5.0 M	USB 2.0 active cable with 5 meter length or above	Nt, Aten	1

Video Switching System				
10	4-Port Flexible Power 100m Cat 5e/6/7 Extender System	USB 2.0 throughput up to 480 Mbps, Integrated hub provides ports for four USB devices, Need to supply 600mA to each USB port concurrently, Up to 100m (330 ft) over solid core CAT 5e/6/7	Nt, Aten	1
11	USB 2.0 V ACTIVE EXTENSION CABLE WITH POWER - 10 M	USB 2.0 a male to a female cable, Data transfer speed supported – 480 Mbps, Downward compatible with USB 1.1 version, External dc power 5 v 1 amps – dc port at USB a female,	Nt, Aten	2
12	USB 2.0 V AM TO BM - 1.8 M	USB type A Male to B type male 1.8mts	Nt, Aten	2
13	USB 2.0 V ACTIVE EXTENSION CABLE WITH 4 PORT HUB - 20 M	USB 2.0 extender 4 port hub: Upstream Port ,1 x USB 2.0 Type-A Male, Downstream Port 4 x USB Type-A Female,Power:1 x DC 5V,USB Specification: 2.0 / 1.1 For High / Full / Low Speed, Cable length: minimum 10mts	Nt, Aten	1
14	1:3+1 4K60 4:2:0 HDMI to Long-Reach HDBaseT DA	SITC of 1:2 4K@60 4:2:0 HDBaseT Distribution Amplifier, 1 HDBaseT input & 3 HDBaseT outputs, HDCP compliant, support distance up to 70meter, data rate 10.2 Gbps, support Deep colour, lip sync, 7.1 PCM, Dolby, DTS-HD, 2K, 4K, and 3D as specified in HDMI 2.0, 1 Mini USB for firmware upgrade, Certification: CE, ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007, etc.	Lightware/ Kramer/Extron	1
15	8x8 4K HDMI 2.2 Matrix Switcher with Analog & Digital Audio Routing	SITC of 4K@60Hz 4:4:4 8X8 HDMI Matrix Switcher, 8 HDMI inputs , 8 HDMI Outputs, audio embedding for each HDMI inputs & audio de-embedding for each HDMI output, 8 balanced audio Stereo balanced Audio Output on a 5- pin Terminal Block Connector, 2K and 4K support, HDCP Compliant 1.4 & 2.2 both, data rate 18Gbps, supports HDR10, 24x24 audio matrix (8 embedded digital inputs + 8 analog inputs + 8 ARC inputs and 8 digital outputs + 8 analog outputs + 8 ARC outputs), Save up to 16 preset configurations, Automatic input selection based on priority selection or last connected input, Embedded Pattern Generator, Controllable through Ethernet and RS-232, Certification: CE, ISO 9001, ISO 14001, OHSAS 18001, etc complete as required.	Lightware/ Kramer/Extron	1
16	HDMI Extender with USB	SITC of 4 port USB 2.0 extender kit over twisted pair up to 100m (330ft), two-way powering, fast remote device charging, extends USB 2.0, RS-232 and audio signals, Bidirectional RS-232 Extension, 1 USB: On a USB-B female connector for USB host extension (Tx side), 4 USB: On USB-A female connectors for USB devices extension (Rx side), etc.	Lightware/ Kramer/Extron	2
17	HDMI (F/F) Gender Changer	HDMI female to female barrel	Kramer, Extron, Lightware	4
18	4x4 USB 3.2 Matrix Switcher	Computer connections: 2 or more Port selection Remote port selector Connector (Computer) :2 x USB Type B Female or better Connector (Device) :4 x USB Type A Female or better	Milestone, Aten, Liberty AV	1

Video Switching System				
		LED indicators: Yes Data rate :5 Gbps or better		
19	Type C to HDMI & USB 3.0	SITC of USB 3.1 Type-C to multi-port adapter cable, supporting 4K@30Hz resolution on the HDMI video output to any HDMI display or projector. Should included to charge/sync smartphone or connect other legacy devices such as an external USB hard drive or hub. The adapter also supports fast charging of your laptop thanks to pass-through power on the female PD (power delivery) USB-C port. Max. Resolution — 4K@30Hz (4:4:4)., Compatible with Windows & Mac, Mirror or Extend a Computer Display Workspace. Plug and Play Installation with No drivers. Should Supports fast laptop charging up to 60W (20V/3A)., RoHS Compliant.	Kramer/Extron/Lightware	2

Audio System				
20	Wireless Handheld Microphone	Supply, Installation, Testing & Commissioning Digital wireless handheld Microphone Transmission range 90meter or better with UHF transmission Channel selection :85 channels or betters 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	2
21	Wireless Colar Microphone	Supply, Installation, Testing & Commissioning Digital wireless Lavalier Microphone . Microphone Transmission range 90meter or better with UHF transmission Channel selection :85 channels or betters with UHF transmission . Transducer principle pre-polarized condenser microphone Pick-up pattern omni-directional, Max. SPL at 1 kHz 130 dB, Mic Sensitivity (1 kHz) 15 mV/Pa or better, Frequency response 80 to 18,000 Hz, Transmit power (radiated) Audio link: 10 mW ERP , BLE: max. 10 mW EIRP. Power requirement AA battery, On/OFF switch required, LED indicator. With both Transmitter and receiver pair	Sennheiser, AKG, Shure	2
22	Boundary Microphone with switch	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	Sennheiser,AKG,Shure	19

Audio System				
		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		
23	Microphone Button	Supply and installation of microphone button , A bi-color LED ring shall be provided for status indication. The microphone button shall have an XLR-5M connector and an M20 thread. The microphone button shall operate on 12 V phantom power, current consumption shall be 1.5 mA max. The levels for LED activation shall be 12 V, current consumption of the LED ring shall be 3 mA	Sennheiser,Shure,equivalent	1
24	Audio DSP	Supply, Installation, Testing & Commissioning of audio, video and control processing system with 16 mic/line level analog audio inputs, 8 line level analog audio outputs, Up to 16 assignable and routable 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	2
25	Control system	Supply, Installation, Testing & Commissioning of network based Control system capable of controlling third party equipment and capable of creating custom user control interfaces with serial ports - 1xconfigurable serial port (RS232/RS485/RS422), 3 Nos. of RS232 ports, GPIO Ports – 8xGPI and 8xGPO ports, Power- PoE and AUX. Ethernet daisy-chaining up to four units. Surface and Wall-mountable hardware included.	QSC,Crestron,Extron	1
27	Ceiling Speakers	Supply, Installation, Testing & Commissioning Two way ceiling speaker with 4.5" LF transducer & 0.75 inches dome tweeter. Frequency Range: 70Hz - 20kHz, Wattage: 30watts (rms), Sensitivity: 87.5dB, Coverage: 150° conical, Max Peak SPL: 108dB, Impedance: 16 Ohms, Transformer Taps: 70V - 30W/15W/7.5W/3.75W, 100V-30W/15W/7.5W. Enclosure Material: ABS baffle on powder-coated steel back can. Grille Fixture Type: Quick fix with magnets. Shall include all mounting accessories.	QSC,Bose,Meyersounds	4

Audio System				
28	Power Amplifier	Supply, Installation, Testing & Commissioning of 4 channel class-D amplifier with 60 watts/channel into Low-Z loads.4 channels can also be bridged in pairs, each pair providing up to 100 watts rms into 4 /8 ohms or 125 watts rms into 70V/100V. Signal to Noise (A weighted, 20 Hz-20 kHz)->100 dB, Frequency Response-20 Hz - 20 kHz, Input Sensitivity-1.23 V(rms) (+4 dBu), Input Impedance->10 kΩ (balanced), >10 kΩ (unbalanced), Front Panel Indicators-Power, per channel Signal, per channel Protect/Limit, Controls- 4Ω/8Ω/70V Bridge High pass On/100V Bridged High pass on per channel pair. Size half RU. Mounting hardware included.	QSC,Bose,Meyersounds	1
29	Wall Speakers	Supply, Installation, Testing & Commissioning of 6.5-inch two-way Surface-mount loudspeaker.60 watt low-saturation and low-loss 70/100V transformers with 8Ω bypass, Frequency Range-60 Hz – 20 kHz, Rated noise power / voltage-150 watts / 35 volts (rms), Sensitivity-89 dB SPL, Coverage-105° conical, Maximum continuous SPL-110 dB, Maximum peak SPL- 116 dB, LF transducer - 6.5-inch weather resistant paper cone woofer, HF transducer- 1 inch silk dome tweeter, Ingress protection-IP-54, Rated impedance- 8Ω, Transformer Taps- 70 V: 60, 30, 15, 7.5 W and 8Ω bypass; 100V: 60, 30, 15 W and 8Ω bypass	QSC,Bose,Meyersounds	4
30	Power Amplifier	Supply, Installation, Testing & Commissioning of 2 Channel, Class-D amplifier with inbuilt DSP. Per channel dynamic Power-600W@8Ω,800W@4Ω. Distortion < 1% THD, Frequency Response-20 Hz–20 kHz, Input Impedance-20 kΩ (balanced), 10 kΩ (unbalanced), Amplifier and Load Protection-Short circuit, open circuit, thermal, RF protection Load protected against DC faults, Front Panel Controls and Indicators-Rotary Encoders, Home, Enter, Exit buttons, Signal presence & Clip indicators.	QSC,Bose,Meyersounds	1

Control System				
31	Tabletop Touch Panel	10.2" diagonal iPad with minimum 64GB and Wi-Fi connectivity, LED-backlit Multi-Touch display with IPS technology, 2160x1620-pixel resolution at 264 pixels per inch (ppi), True Tone display, 500 nits brightness	Apple, Equivalent	1
32	Tabletop IPAD stand	Table Stand compatible for above touch panel	Nt, Logic,	1
32	24 Port Network Switch	24-Port Gigabit Ethernet PoE+ with 2 SFP Ports Number of PoE ports : 24,IGMP Snooping, Port Mirroring, Comprehensive IPv6 Support for Management, Total PoE power 375 watts or better, L2/L3/L4 access control lists, Switching bandwidth :52 Gbps	Netgear, Cisco, HP	1
33	Dual Band Wireless Access Point	Dual-Band (2.4 GHz & 5 GHz) Router ,Fast Speeds up to 1.2 Gbps. Coverage up to 1,000 sq. ft, Wireless Communication Standard 802.11n, 802.11b, 802.11a, 802.11ac, 802.11g, handles 10+ Devices.	Linksys, Aruba,	1

Bulk & Patch Cable - On Actuals				
34	USB 2.0 A (M) to B (M) Cable 6ft	High-speed USB 2.0 type-A male to type-B male cable with minimum length of 1.8 m Transfer Rates up to 480Mbps	Kramer, Lightware Extron,	12
35	HDMI Patch Cable 6 ft	Supply of 6ft length flexible high-speed 4K@60Hz (4:4:4) HDMI cable with Ethernet. should supports signals up to 4K@60Hz (4:4:4) and HDMI Ethernet Channel, with 2 Male HDMI Type A, 24K gold-plated with lock, should support minimum bending Radius of 60mm, conductor should be 30AWG with Tinned Copper	Kramer, Lightware Extron,	25
36	Audio Sterio / Control Cable	Supply of 4 conductor cable, CM-Rated, 20 AWG stranded high-conductivity Tinned Copper with PVC Jacket insulation,	Belden, Kramer, Extron	240
37	Speaker Cable 16 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, Kramer, Extron	220
38	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, Kramer, Extron	700
39	STP Cable	SITC of Category 6 STP Solid cable Conductor: 23 AWG(0.583 ±0.007mm), Multi-cores (Solid), Conductor Metal: Bare Copper Insulation Material: HD-PE OD: 1.12 ±0.05mm Average Thickness: 0.26 mm Outside-Tape Metal: MYLAR Overlap Rate: 25% Drain Wire: 24 AWG(0.500 ±0.007mm) Jacket hardness: 45P (90A ± 2A, Shore)	Belden, Kramer, D-Link	650

Mounting & Accessories				
40	Custom under table credenza with louvers for ventilation, mica finish and good quality plywood	Custom	Custom	1
Installation & Programming				
41	Floor cutting, conduiting and gypsum ceiling work charges	Custom	Custom	1
42	Cabling, Connectors, and termination charges	Custom	Custom	1
43	Installation, Commissioning, Design and Consultancy , User Training, Site Survey, Drawings – (conduiting layouts, schematics etc.)and documentation charges. Floor cutting and relaying, gypsum cutting and replastering, table hole drilling and veneer replacement should be included	Custom	Custom	1

ANNEXURE - II MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No. _____

Date:

To:

Dear Sir:

Ref: SBI/ITS/2023-24/ dated : 28.0.2023

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 Vendor :

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

(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 Bidder in its Bid should include it. Mandatory for all active equipment.

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

Date:

M/s.

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 Vendor has fulfilled his contractual obligations satisfactorily* or
The Vendor 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 Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with stamp _____

DETAILS OF ePROCUREMENT PRICE BID IF NEEDED

<p>AUCTION TO BE CONDUCTED BY</p>	<p>Will be provided by e-mail to the Technically successful bidders to take part in price bid.</p>
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BID FORMAT (TECHNICAL BID)**Technical Bid: Compliance Letter****To be printed on the Letter Head of the Vendor, signed & to be uploaded**

Date: _____

To:

THE ASSISTANT GENERAL MANAGER (ITS)
 STATE BANK OF INDIA
 ITS DEPARTMENT, LOCALHEAD OFFICE,
 POOJAPURA, THIRUVANANTHAPURAM-695 012

Dear Sir,

Ref: RFP /ITS/2023-24/ -DT 28.09.2023

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to Supply, 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.:

Sl. No.	Document	Annexure No.	Vendor's Compliance YES / NO
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	Xx	
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 Bidder and the necessary support document delegating this authority is enclosed with this letter.
- Quotes submitted by us have been arrived at without agreement with any other bidder 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 bidder responding to this RFP.
- We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
- *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 2023

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

ANNEXURE VI
(To be stamped as per applicable Stamp Act)

AGREEMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR A/V EQUIPMENT AT 7TH FLOOR BOARDROOM AT LHO

Agreement No.:	Office/Branch:
----------------	----------------

Period: From To

THIS AGREEMENT made at on theday of BETWEEN **STATE BANK OF INDIA**, having one of its Local Head Offices at Poojapura, Trivandrum, Kerala and represented herein by Sri(hereinafter called "**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 7th floor Boardroom, LHO Thiruvananthapuram of THE BANK (hereinafter called "**THE SITE**") and listed in '**ANNEXURE 1**' 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 six years viz. up to----- . This includes 5 year of warranty after defect liability period of one year It shall be renewable at the option of **THE BANK** for another period of one year. 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 by giving not less than 1 (one) month advance notice in writing served on the Contractor. The Tender Document dated shall be treated as part and parcel of this Agreement.

1.2 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 vendor for carrying out maintenance service under the warranty period.

2.2 THE CONTRACTOR 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 card for payments due in accordance with this AGREEMENT, at the end of the quarter.

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 bidder]	
7[b]	Penalty of 1% of Warranty charges for every 0.2% drop in the stipulated Down-Time: 1 %. Maximum penalty 5%	
7[c]	Penalty for failure to repair the equipment within 1 business days @ Rs.1000/- 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 and subject to submission of Performance Bank Guarantee.

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 the same to THE BANK.

3. TERMS & CONDITIONS OF THE COMPREHENSIVE MAINTENANCE CONTRACT

3.1 THE CONTRACTOR, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of THE EQUIPMENTS to the full extent and satisfaction of THE BANK for the period of 6 years. This includes 5 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 the Annexure 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 (QUATERLY) 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 vendor. 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 EQUIPMENTS 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.

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.

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 bidder will ensure the uptime of the device is 99.99%

The Service engineer should be skilled expertise personnel in the following fields:

(i) Good knowledge in 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 department.

4. In case of equipment failure. It would be the responsibility of vendor 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 Facility Management Services 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 bidder 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 a quarterly basis.

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 8.00 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:

$$\left[\frac{\text{Total Time minus Down Time}}{\text{Total Time}} \right] \text{ multiplied by } 100$$

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.1000/- 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 vendor a penalty of Rs.2000/- per day.

4.8 The maximum penalty chargeable per quarter is limited to 10% of the quarterly warranty charges payable to the vendor.

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 Vendor 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.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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 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 Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.10 Termination for Convenience : The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

15. DISPUTE RESOLUTION MECHANISM:

15.1 The Bank and the Vendor 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 Vendor 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 Vendor 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 bidder. The third Arbitrator shall be chosen by mutual discussion between the Bank and the successful bidder. 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 THIRUVANANTHAPURAM, 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 vendor 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 THIRUVANANTHAPURAM for the determination of disputes arising under or in connection with this Agreement.*

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 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.

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 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	2020-21				
B	2020-21				
C	2020-21				
D	2021-22				
E	2021-22				
F	2021-22				
G	2022-23				
H	2022-23				
I	2022-23				

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 30.08.2023 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 annual estimated cost i.e., Rs.24 Lakhs each. OR	
(ii) Two similar works costing not less than the amount equal to 50% of the annual estimated cost i.e., Rs.30 Lakhs each. OR	
(iii) One similar work costing not less than the amount equal to 80% of the annual estimated cost i.e., Rs. 48 Lakhs each.	