



**Request for Proposal (RFP)**

**RFP for Annual Maintenance Contract for**

**Audio and Video Automation Collaboration System**

**SBI Capital Markets Ltd**

**Ref: RFP no. CO/IT/2471-R**

**Date: 29-April-2026**

## **Table of Contents**

Fact Sheet .....	4
1.1    Bidders Eligibility Criteria .....	5
2    General Terms and Conditions and RFP Process .....	6
2.1    Technical evaluation .....	6
2.2    Contacting the Company .....	7
2.3    Award Criteria .....	7
2.4    Powers to Vary or Omit Work .....	8
2.5    No Waiver of Company Rights or Successful Bidder's Liability .....	8
2.6    Contract Amendments .....	9
2.7    Company's Right to Accept Any Bid and to Reject Any or All Bids .....	9
2.8    Penalties & SLA .....	9
2.9    Right to verification .....	9
2.10   Right to Vendor Audit .....	9
2.11   Purchase Price .....	9
2.12   Validity of Agreement .....	10
2.13   Limitation of liability .....	10
2.14   Confidentiality .....	10
2.15   Delay in the Vendor performance .....	10
2.16   Vendor's obligations .....	11
2.17   Liquidated damages: .....	11
2.18   Conflict of Interest: .....	11
2.19   Fraud and corrupt practices .....	12
2.20   Termination by default .....	13
2.21   Force Majeure .....	14
2.22   Performance Bank Guarantee .....	15
2.23   Termination for Insolvency: .....	15
2.24   Termination for Convenience: .....	15
2.25   Disputes / Arbitration (applicable in case of successful Bidder only): .....	15
2.26   Governing Language: .....	15
2.27   Applicable Laws: .....	16
2.28   Tax deduction at Source .....	16
2.29   Bid Currency .....	16
2.30   Tender Cancellation .....	16
3    Roles & Responsibilities of Stakeholders .....	16
3.1    Scope of Work (SOW) .....	16
4    Payment Schedule .....	17
4.1    Payment milestones .....	17
4.2    Deviations .....	17
4.3    Termination of Services of Support .....	18
4.4    RFP Modification .....	18

4.5 Interest Liability .....18

**Fact Sheet**

Item	Description
Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Company's website <a href="https://www.sbicans.com/index.php/tenders/">https://www.sbicans.com/index.php/tenders/</a> and on <a href="https://eTender.sbi">https://eTender.sbi</a>
Method of Selection	The method of selection is Quality and Cost Base Selection The weights given to the Technical and Financial Proposals are: <b>Technical = 70% and Commercial= 30%</b>
Date of RFP issuance	<b>29-April-2026</b>
Last date for Submission of Pre-Bid Queries	<b>05-May-2026</b> All the queries should be received on or before the prescribed date & time, through email only with subject line "<Bidder's Name> - Pre-Bid queries – Audio & Video Collaboration AMC". The queries should be submitted as per the format prescribed in "Annexure 2.5 Template for Pre-bid Queries".
Issue of Corrigendum	<b>06-May-2026</b>
Last date and time for Bid/Proposal submission (on or before)	<b>11-May-2026 (Technical BID &amp; Commercial Bids)</b> to be submitted on eTender website
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 180 (One Hundred and Eighty) days from the actual date of submission of the Bid.
Currency(ies)	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal	Name: Mayank Verma Email: Mayank.Verma@sbicans.com Address: SBI Capital Markets, 1501-B, Parinee Crescenzo BKC, Mumbai 400 051
Annexures	<b>The bidder is required to confirm the participation through email, accordingly All Annexures of this RFP will be shared.</b>

## 1. Introduction

SBI Capital Markets Ltd. (SBICAP) is India's largest domestic Investment Bank, offering the entire gamut of investment banking and corporate advisory services. These services encompass Project Advisory and Loan Syndication, Structured Debt Placement, Capital Markets, Mergers & Acquisitions, Private Equity and Stressed Assets Resolution.

We are a complete solutions provider offering diversified financial advisory and investment banking services, innovative ideas and unparalleled execution to our client base across all stages of the business cycle. Our services range from venture capital advisory, project advisory, buy and sell-side advisory, accessing financial markets to raise capital and even restructuring advisory in their turn-around phases.

Founded in August 1986, SBICAP is a wholly owned subsidiary and the Investment Banking arm of State Bank of India (SBI), the largest commercial bank in India.

### ***About the Initiative/Purpose***

SBICAP invites proposals from competent and authorized partners of HPE (Polycom), Crestron, Albrial, Xilica, Lutron, Kramer, Barco, Sennheiser, LG, BrightSign and Audac **for Comprehensive Annual Maintenance Contract of Audio & Video Collaboration System along with managed services under the scope of this RFP.**

### ***1.1 Bidders Eligibility Criteria***

<b><u>Bidder's Eligibility Criteria</u></b>
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Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	Criteria	Compliance (Yes/No)	Submission Details
1	The Bidder should be in a business of supply, delivery installation, configuration and support in Audio and Video systems over IP, wireless presentations, LED TV, Document camera, Smart Video conference room equipment's and passive components in India for at least last 5 Years and should be a current legal entity in India.		Certificate of Incorporation,
2	The bidder should Authorised implementation partner of HPE (Polycom), Crestron.		MAF from All OEMs
3	The bidder should have valid GSTIN CIN and PAN Number		Copy to be enclosed
4	The Bidder should have yearly sales turnover of minimum Rs.10 crores during last three financial years and should be profitable (2022-23, 2023-24, 2024-25)		Auditors Certificate (Pls do not submit balance Sheet)
5	The Bidder 's Account should not have been declared as a Non-Performing Asset		Certificate from Bank/ Auditor

	(NPA) in the Books of any bank or financial institution as on 31.01.2026		
6	The bidder must submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason. Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Undertaking by Bidder.
7	The bidder should have at least 3 active or completed AMC support contracts or new implementation contracts with BFSI/Enterprise clients for similar installations for Audio & Video Collaboration.		Please enclose PO copy along with email confirmation from Client.
8	The bidder should be certified with ISO 9001 and 27001		Copy of certificate

## 2 General Terms and Conditions and RFP Process

**Soft Copy of Technical BID Comprises of strictly in below mentioned order: -**

S/N	Particulars	Annexure	To be submitted with
1	Bid Covering Letter	Annexure-A	Technical Bid
2	Inventory	Annexure-B (excel)	Technical Bid
3	Undertaking Authority	Annexure-C	Technical Bid
4	Service Level Agreement	Annexure-D	Technical Bid
5	MAF's (Tentative Format)	Annexure-E	Technical Bid
6	Eligibility Criteria	Annexure-F	Technical Bid
7	Bidders Organization Profile	Annexure-G	Technical Bid
8	Client References	Annexure-H	Technical Bid
9	Un Priced Bid	Annexure-I	Technical Bid
10	NDA	Annexure-J	Technical BID
11	Format for Bank Guarantee	Annexure K	Non-Price Bid
12	Scoring Criteria	Annexure-L	Technical Bid
13	Exception and deviation	Annexure-M	Technical Bid
14	Pre-Bid Queries with response	Annexure-N	Technical Bid
15	Signed copy of complete RFP	-	Technical Bid

Commercial Bid Comprises of

S/N	Particulars	Annexure	To be submitted with
1	Price Bid	Annexure-S	Commercial Bid

- All pages of this RFP document must be Letter Head of the bidder Company.
- Any Technical Proposal and Commercial proposal not containing the above will be rejected.

### 2.1 Technical evaluation

- i. Technical bids will be opened for technical and eligibility criteria evaluation.
- ii. The Owner will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Owner's discretion.  
where similar Services is in use.
- iii. The evaluation will also take into account:

- a) Services offered by the Bidder to any noticeable BFSI in India. The Bidder should furnish the details.
- b) Partnership with OEM.
- c) Market Survey / Industry feedback for Bidder and Solution
- d) Bidder support facilities / proactive support/Profile/ Previous experience
- e) Bidder Profile and experience in the industry
- f) SBICAPS previous experience with Bidder
- SBICAPS will reserves the right to remove any component from the above items and raise the partial PO.

**FINAL EVALUATION: -**

- The technically qualified Bidders will be eligible for Commercial round. The bidder is required to submit lowest bid accordingly successful bidder will be selected based on the Techno Commercial weightages i.e. 70% for Technical and 30% for Commercial. SBICAP further reserves rights to conduct the reverse auction at its own discretion. SBICAP further reserves rights to negotiate with L1 bidder in case rates are unreasonable.

**2.2 Contacting the Company**

- i. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

**2.3 Subcontract**

The Bidder/Contractor shall not under any circumstances subcontract any work from or to any other Sub-contractor without the prior written approval of the Competent Authority. In no circumstances is a contractor permitted to subcontract any part of the contract to other bidders who participated in this tender. The Contractor shall remain the primary debtor and be responsible for the due and timely performance by any subcontractor.

The Primary bidder shall ensure that the sub-contract imposes on the sub-contractor obligations equivalent to those imposed on the Service Provider under this Agreement with respect to performance, confidentiality, data protection, regulatory compliance, and risk management. The primary bidder remain fully liable to the Company for all acts, omissions, and defaults of any sub-contractor as if they were the acts, omissions, and defaults of the Service Provider; and ensure that the Company and/or the Regulator has the right to audit and access the records of any sub-contractor in the same manner as provided for under this Agreement in respect of the Service Provider

**2.4 Award Criteria**

- i. Company will notify successful Bidder (TC1/L1) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Company within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. In case all the bidders have same Technical scores, the contract will be awarded to L1 bidder. On completion of Commercial evaluation of bids, SBICAPS shall determine the L1 Bidder based on Commercial and contract will be awarded to the Bidder. However, SBICAPS shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers

without assigning any reason whatsoever. The SBICAPS reserves the right to make any changes in the terms and conditions of purchase. The SBICAPS will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

## **2.5 Powers to Vary or Omit Work**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Company. The Company shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Company thereof in writing with reasons for holding such opinion and Company shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Company confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Company as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Company shall prevail.

## **2.6 No Waiver of Company Rights or Successful Bidder's Liability**

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



## **2.7 Contract Amendments**

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

## **2.8 Company's Right to Accept Any Bid and to Reject Any or All Bids**

The Company 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 Company's action

## **2.9 Penalties & SLA**

As mentioned in **Annexure-D** of this RFP

## **2.10 Right to verification**

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

## **2.11 Right to Vendor Audit**

- i. SBICAPS shall conduct the Vendor audit from third party consultant of Risk and IS Department. The successful bidder is required to provide necessary response and evidences for the Audit Checklist which will be shared before on boarding of the Vendor and also during the contract period.
- ii. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the SBICAPS/ inspecting official from External Consultant or any regulatory authority, covering the risk parameters finalized by SBICAPS/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to SBICAPS and Service Provider is required to submit such certification by such Auditors to the SBICAPS. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the SBICAPS) shall facilitate the same. SBICAPS can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them.
- iii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by SBICAPS or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

## **2.12 Purchase Price**

- i. Price Bid shall be as per the format given in **Annexure S** Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between the Owner and the Bidder.
  - a) Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
  - b) The applicable TDS will be deducted at the time of payment of invoices.
  - c) Terms of payment are given in **Section 4.1** of this RFP document.

### **2.13 Validity of Agreement**

The Agreement/ SLA will be valid for the period up to contract period. The Company reserves the right to terminate the Agreement as per the terms of RFP.

### **2.14 Limitation of liability**

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Company arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Company's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/ Company's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Company, provided such guidelines were brought to the notice of Service Provider.

### **2.15 Confidentiality**

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Company relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Company in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Company.
- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Company shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Vendor's performance under the Contract, if so required by the Company.

### **2.16 Delay in the Vendor performance**

If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely performance of Services as proposed and accepted by SBICAP, the Vendor shall promptly notify the Company in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Company shall evaluate the situation and may, at its discretion, extend the Vendors'

time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

#### **2.17 Vendor's obligations**

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. The Vendor shall treat as confidential all data and information about SBICAP, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Company as explained under 'Non-Disclosure Agreement' as prescribed by SBICAP in **Annexure H**

#### **2.18 Liquidated damages:**

- i. The liquidated damages is an estimate of the loss or damage that Owner may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating support activities.
- ii. In such delay in performance or non-performance of any or all of the obligations, the bidder shall be liable to pay the owner a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which is specified in **Annexure D (SLA)**. Without any prejudice to the Owner other rights under the law, the Owner shall recover the liquidated damages, if any, accruing to the Owner, as above, from any amount payable to the bidder either as per the purchase contract, executed between the parties.
- iii. Liquidated Damages is not applicable for reasons attributable to the Owner and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Owner and Force Majeure. The bidder shall submit the proof authenticated by the bidder and the Owner that the delay is attributed to the Owner and Force Majeure along with the bills requesting payment.

#### **2.19 Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder

thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a SBICAP, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the SBICAP in the preparation of any documents, design or technical specifications of the Project

## **2.20 Fraud and corrupt practices**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Company shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Without prejudice to the rights of the Company under Clause 2.35 (i) hereinabove, if a Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Company during a period of 2 (two) years from the date if such Bidder is found by the Company to have directly or

indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Company who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Company, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Company in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

## **2.21 Termination by default**

The Company, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 60 (Sixty) days sent to the Vendor, may terminate the Contract in whole or in part:

- a. If the Vendor fails to perform the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Company; or If the vendor fails to perform any other obligation(s) under the contract; or
- b. Laxity in adherence to standards laid down by the Company; or
- c. Discrepancies/deviations in the agreed processes and/or Software Solution; or
- d. Violations of terms and conditions stipulated in this RFP.

- ii. In the event the Company terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Company for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Company's data or any other relevant information to the Company in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Company.
- iv. During the transition, the Vendor shall also support the Company on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Company's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Company at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Company shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Company, at no extra cost to the Company, for ensuring smooth switch over and continuity of services.

## **2.22 Force Majeure**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company 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.

### **2.23 Performance Bank Guarantee**

The successful bidder is required to submit the BG up to 10% of the project cost which will be revalidate on year-on-year basis.

In the event of non-performance of obligation or failure to meet terms of this tender the SBICAPS shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.

The SBICAPS reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

### **2.24 Termination for Insolvency:**

The Company may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.

### **2.25 Termination for Convenience:**

The Company, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

### **2.26 Disputes / Arbitration (applicable in case of successful Bidder only):**

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBICap or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Company or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

### **2.27 Governing Language:**

The governing language shall be English.

### **2.28 Applicable Laws:**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

### **2.29 Tax deduction at Source**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company 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 Company as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. 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.

### **2.30 Bid Currency**

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

### **2.31 Tender Cancellation**

The owner reserves the right to cancel this tender at any time after publication & before award without assigning any reasons whatsoever & without any financial implication to the Owner.

## **3 Roles & Responsibilities of Stakeholders**

### **3.1 Scope of Work (SOW)**

- The bidders are required to maintain the Audio & Video hardware and software licenses inventory including replacement of faulty hardware and for reconfiguration of device, new policies implementation, existing configuration change etc. at SBICAP Corporate Office- Mumbai location and provide onsite L1 support and offshore L2 and L3 support on demand.
- The vendor shall provide L1/L2/L3 support for proposed solutions and its components including active and passive Wireless video Conferencing systems, Wireless Presentation and mobile charging , Sound Systems and Control Systems etc. and for any other component supplied under the scope of this RFP which includes all maintenance and configuration, reconfiguration related activities including new add-on configurations, Software version upgrades/Firmware upgrades of proposed solution/components as per SBICAP requirement during contracted period without any additional cost.
- SBICAP conduct the quarterly VAPT from external vendors. The vendor shall fix the vulnerabilities for all the components of the proposed components supplied under this RFP scope during the contracted period.
- Bidder must undertake BIOS, OS, Firmware, Version etc upgrade wherever the requirement is felt by SBICAP (during Warranty/AMC/ATS).
- All firmware and hotfixes for existing hardware and software should be provided by OEM during AMC period without any cost to SBICAPS.



- The selected bidder should have tie up with OEM (Original Equipment Manufacturer) for back-to-back comprehensive AMC support for hardware and software during contracted period for the inventory mentioned in **Annexure-B**.
- The bidder should support for existing integrations of Audio & Video Systems.
- The bidder is required to cover all hardware (mentioned in Annexure-B) along with its associated software licenses, accessories etc into AMC. The support from OEM for the mentioned hardware, will be renewed as per existing support business hours.
- In case of replacement of hardware, the selected vendor needs to replace the equipment / part with working or equivalent hardware which is of the same or higher configuration compatible to the new architecture and of the same brand as that the of old equipment being replaced.
- SBICAP should be enabled to raise direct support cases with OEM's for support.
- The bidder will restore the backups and reconfigure the device as per SBICAP requirements anytime during contract period.
- The bidder is required to provide unlimited Telephonic and Email support for the proposed solution during it Contract period.
- The support also includes installation of all critical hot fixes, service packs, software/OS upgrades and new features as and when launched by OEM's
- In case of any hardware failure, the appliance should have been replaced as per the SLA. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transfer.
- The bidder is required to provide support for the change in existing controls, policies and configurations as per SBICAP requirement during contracted period.
- The bidder is required to provide support while installation of new device/transfer of device to another location.
- The bidder shall maintain the technical documentation for architecture of solutions during the contracted period.
- Owner reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at his own cost. (Equipment transfer charges will be borne by SBICAPS)
- Bidder will be responsible for proactively monitor the overall health of the solution during AMC period
- The bidder shall be responsible for configuration of add-on features/functionalities as desired by SBICAP as and when required during contracted period.
- The support window is Monday to Friday (10.00 am to 6.45 pm). The bidder is required to support on weekly-off and on public holidays as and when required by SBICAP.

## 4 Payment Schedule

### 4.1 Payment milestones

Sl. No.	Milestone
1.	Payment towards AMC renewal (OEM side) will be paid in advance against BG
2.	Support Charges of Vendor will be paid quarterly in arrears

### 4.2 Deviations

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. If there is any exception / deviation, same should be mentioned in **Annexure I Exception and Deviations**. An

exception / deviation mentioned elsewhere will not be considered and such terms and conditions will be construed as complied as per the requirements specified in the RFP.

#### **4.3 Termination of Services of Support**

Owner reserves the right to terminate BIDDERS services with 60 (Sixty) days prior notice for non-performance, not meeting SLA etc.

SBICAP reserves the rights to terminate the contract in case project is delayed for 4-8 weeks beyond the proposed timelines for any reason.

#### **4.4 RFP Modification**

- The Owner reserves the right to alter the requirements specified, evaluation criteria in the RFP for any reasons prior to the last date of submission of RFP. The Owner also reserves the right to delete one or more items from the list of items specified.
- The Owner may revise any part of the RFP, by providing a written addendum to all the short-listed bidders till the award of the contract. The Owner reserves the right to issue revisions to this RFP at any time before the award date.

#### **4.5 Interest Liability**

In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.