

**TENDER FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LED DIGITAL SIGNAGE AT VARIOUS BRANCHES OF BANK OF INDIA UNDER KOLKATA ZONE**

**कोलकाता अंचल के शाखों एवं कार्यालय में डिजिटल सिग्नेज लगवा ने हेतु भेंडर का चयन**

**PART-I: TECHNICAL BID**

**TENDER SUBMITTED BY:**

**NAME :** \_\_\_\_\_

**ADDRESS :** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GSTIN NO :** \_\_\_\_\_

**E-MAIL ADDRESS :** \_\_\_\_\_

**DATE :** \_\_\_\_\_

**MOBILE NO. :** \_\_\_\_\_

**(LAST DATE OF SUBMISSION OF THE TENDER IS 25<sup>TH</sup>, MARCH.2024)**

### **NOTICE INVITING TENDER**

BOI invites sealed applications from Vendors & Suppliers who deal in LED DIGITAL SIGNAGE BOARDS and having registered offices /service facilities in or around Kolkata and who qualify the eligibility criteria given in the TENDER for Supply, Installation, Testing and Commissioning of LED Digital signage in Branches and Offices of Bank of India under Kolkata Zone.

1.	Scope of the work	Annual rate contract for Supply, installation, testing and commissioning of <b>LED DIGITAL SIGNAGE</b> in Bank Of India Branches and Offices under Kolkata Zone with technical and software support for content of to be displayed. Taking up maintenance contract for 04 years post warranty period.
2.	Eligibility of the vendor	As per eligibility/ pre-qualification criteria specified in tender documents. This rate contract is valid for 1 Years.
3.	Minimum Average Annual Turnover for last 3 years	<b>Minimum Rs.15.00Lacs.</b>
4.	Time period of the rate contract	<b>For 01year from the date of signing the contract.</b>
5.	Time period for supply and installation for each project.	<b>3 weeks after getting work order.</b>
6.	Warranty period	<b>For a period of 01 year upon all the hardware and software, after supply, installation and commissioning.</b>
7.	Annual Maintenance contract period	<b>For a period of 04 years after completion of the warranty period.</b>
8.	Earnest Money Deposit (E.M.D) for applying for the tender.	<b>Rs.10,000/- (Ten Thousand Only)</b> in the form of Demand Draft issued by any Nationalised /Scheduled Commercial Bank drawn in favor of <b>"BANK OF INDIA"</b> payable at <b>Kolkata.</b>  Micro & Small Enterprises ( <b>MSME</b> ) registered under MSMED Act, 2006 and start-ups will be eligible for concessions as per applicable Government of India guidelines provided vendor should register in the appropriate category.
9.	Initial security deposit (I.S.D) for the rate contract.	<b>Rs.50,000/- (Fifty Thousand Only)</b> in the form of Demand Draft issued by any Nationalized / Scheduled Commercial Bank drawn in favor of <b>"BANK OF INDIA"</b> payable at <b>Kolkata.</b> <b>The E.M.D amount deposited by the successful vendor would be converted to I.S.D for this rate contract and the rest amount the successful bidder have to deposit. In case of MSME/UDYOG Adhar certificate holder, who don't submit E.M.D in their application have to deposit D.D / Pay order of Rs.50,000/- prior to award of the contract.</b>
10.	Date and Time for issue of Tender	<b>From 11<sup>th</sup>,March.2024 to 25<sup>th</sup>,March.2024</b>

11.	Tender documents available for download from the websites:	Tender menu of Bank's website : <a href="https://www.bankofindia.co.in">https://www.bankofindia.co.in</a>
12.	Date and time of Pre-bid meeting at our Office: However queries of prospective applicant should be send by mail 02 days prior to this i.e., 13 <sup>th</sup> , March.2024 till 5:00PM.	<b>15<sup>th</sup>, March.2024 at 1.00 PM</b> BOI, Kolkata Zonal office, Estate & Services Deptt. 5,B.T.M.Sarani,2 <sup>nd</sup> Floor, Kolkata – 700 001 E-mail : <a href="mailto:estateandservices.kolkata@bankofindia.co.in">estateandservices.kolkata@bankofindia.co.in</a>
13.	Last date for submission of the tender packets at Kolkata Zonal Office.	<b>25<sup>th</sup>, March.2024</b> <b>The sealed tender packets should be dropped in the tender box kept near the security desk at STAR HOUSE, BANK OF INDIA, 5 B.T.M SARANI, KOLKATA, PIN-700001.</b> 1) Bidder is required to submit entire technical bid signed along with requested documents, EMD and Price bid simultaneously. 2) Technical Bid will be opened initially. After pre-qualification, the price Bid of the Prequalified bidders will be opened subsequently.
14.	Submission of EMD	The E.M.D should be submitted in the packet of the Technical bid and the tender paper should be submitted at the following office address: The Zonal Manager BOI, Kolkata Zonal office, 5,B.T.M.Sarani,2 <sup>nd</sup> Floor, Kolkata – 700001. <b>(The applicant who seek exemption from submitting the EMD in lieu of the MSME / Udyog Adhar registration have to submit a copy of the same in the technical bid)</b>
15.	Address of opening of tender	<b>Bank Of India, Kolkata Zonal office, Estate &amp; Services Dept. 5,B.T.M.Sarani, 2<sup>nd</sup> Floor, Kolkata – 700001.</b> Technical Bid of those firms / vendors who do not submit E.M.D/MSME/Udyogadhar shall be rejected. Representatives of Bidder to be present during opening of Bids. However, Bids would be opened even if none of the bidder fails to be present.
16.	Validity Period of Pre-Qualification Vendors / Rate Contract	<b>01 Years (from the date of approval / signing of the contract) and subject to further extension under same terms and condition as per the requirement of the bank.</b>
17.	Validity period of BID	90 days from the opening of the price bid.
18.	Validity period for prices	One (01) Year from the date of the signing of the contract and till the completion of the extension given by bank (if any).
19.	Terms of payment of Bills for the successful work accomplished at the site.	<b>For Supply and installation:</b> No advance is payable to vendor under any circumstances. On successful Commissioning of each of the Signage Board , 90% of the project cost will be paid and 10% will be held /retained till completion of the warranty period. i.

20.	Total Security Deposit to be taken under this contract.	<p><b>Rs.50,000/- taken at the time of the award of the rate contract.</b></p> <p><b>IN ADDITION TO THIS</b></p> <p><b>10% of each contract/work order value awarded till the completion of the warranty period.</b></p>
21.	Annual Maintenance contract cost.	<p><b>The vendor have to carry out comprehensive maintenance contract for a period of 04years for each of the project executed by him after the completion of the warranty period for same. The comprehensive annual maintenance contract cost for each year would be 10% of that particular project cost. This annual contract amount would remain same for all the four years and no upward revision would be allowed in it.</b></p>
22.	Liquidated Damages	<p><b>For Supply:</b></p> <p>During execution: 0.50% per week subject to maximum 5% of the contract value</p> <p><b>After Execution:</b> Based on the down time (Day/ Night) of the LED Board as follows and amount will be deducted from the security deposit.</p> <ul style="list-style-type: none"> <li><b>a. Up to four Hours – Nil</b></li> <li><b>b. For 4-8 Hours – 0.2% of security deposit</b></li> <li><b>c. For 8-12Hours – 0.3 % of security deposit</b></li> <li><b>d. 12- 24 Hrs – 0.4% of security deposit</b></li> <li><b>e. &gt;1 day – 0.5% of security deposit X number of days</b></li> </ul>
23.	Eligible Taxes	<p>A) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p><b>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The vendor should comply with the following;</b></p> <ol style="list-style-type: none"> <li>Vendor should have GST Registration Number.</li> <li>Invoice should specifically/separately mention the amount of GST levied at applicable rate as per GST provision</li> <li>In case of Correction in the bills after scrutiny, vendor should submit fresh bills for payment.</li> <li>Vendor should timely file his GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the vendor.</li> <li>The GST Number of Bank of India For West Bengal - 19AAACB0472C1Z6</li> </ol>
24.	Electronic Payment	<p>Payment shall be made by way of Electronic fund transfer and the bill will be <b>paid by Respective Branches /Offices.</b></p> <p>The firm should furnish details of the bank a/c no, Name of the bank, name of the branch IFSC code etc. in their bill.</p>

25.	Any additional Information	<p>The quoted rate (Purchase) should be inclusive of all hardware, software specified, necessary civil work, supporting steel frame work, labour , wages, fixtures, transportation, installation, supports, all charges &amp; taxes(<b>EXCEPT GST</b>) , cost of the insurances covering all risk policies, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, over heads, profit, statutory expenses, incidental charges and all related expenses to complete the work including cost of repairs, replacement of the spare parts, conversion of video to desired pixel and loading of the software and maintenance of the software etc.</p> <p><b>The price quoted by the applicant is also inclusive of all liaising expenses for statutory approval from all local authority and Govt. bodies. However, official cost for such approvals would be borne by bank.</b></p>
26.	Warranty	<p><b>For Supply &amp; installation work:</b></p> <p><b>01</b> year on site replacement warranty for all hardware and software from the date of commissioning of the Board at respective site.</p>
27.	Bank's Contact Number :	<p>E-mail: <a href="mailto:estateandservices@bankofindia.co.in">estateandservices@bankofindia.co.in</a>; <a href="mailto:zo.kolkata@bankofindia.co.in">zo.kolkata@bankofindia.co.in</a> , Ph: 033-22486573</p>
In case the date of submission of bid is declared as a holiday, the bids can be submitted on the next working day at the same time.		

28. The Successful vendors should be prepared to supply and install all quantities to the Bank as and when orders are placed during the validity period of this contract. This rate contract prices will be advised to all our branch/ offices and the orders will be placed from our respective offices / branches under Kolkata Zone.
29. All pages of the tender document shall be signed by authorized signatory and stamped. All corrections shall be duly signed and stamped. Bids received after the due date / time will not be considered.
- 30 The rate should be inclusive of all hardware, iron frame work for supporting structure, installation, supports, software, maintenance, levies, transport, transit insurance, loading-unloading etc. at the site but **excluding GST**. GST will be paid separately at the time of payment as per norms. The rates shall be firm throughout the contract period and execution of the orders given during the contract period. No variation in the quoted rates subsequently will be allowed and no additional claims other than quoted rates will be entertained. The rates should be inclusive of the delivery and installation charges of the sites.
31. Wherever interstate movement is involved the compliance and completion of statutory formalities including matters relating to transport, sales tax, excise duty, or other access or tax and at the cost of vendor only. In case any document is to be signed for the purpose, the same may be obtained by the vendors representative from the specified

office/branch of the bank and the same will be signed and returned by the bank after due verification.

32. Bank reserves the right to accept or reject any or all applications without assigning any reasons. If at any stage the information furnished by the applicant is found to be incorrect at a later stage; he shall be liable to be debarred from participating in the tenders and if any contract has been established it would be terminated at any stage.
33. Any clarifications sought after opening of the tenders will not be entertained at any cost.
34. The BOI reserves the right to cancel or postpone the tenders at any stage without assigning any reason.
35. Bank has discretion to hire or purchase the digital signage boards.
36. Vendor should shift digital signage without any charges if Branch is shifted to new location.
37. Vendor should be responsible for conversion of raw videos to actual requirement and feeding, displaying and maintaining of the full proof software with high security.
38. Vendor should obtain the necessary statutory approvals from Govt. authorities prior to installation and all the bill submitted to the Bank for payment for any work should contain the copy of the approval. Payment will be paid after receiving the approval.
39. If any penalty charged against non-receipt of approval, the same to be borne by the Vendor only.
40. At any time prior to the deadline for submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by issuing clarification(s) and/or amendment(s). So, firm should keep checking the website till last date and moment of submission for changes/ corrigendum notice if any.
41. Bank reserves the right to accept or reject any or all applications without assigning any reasons. Similarly Bank reserves right to break the job and distribute the same among more than one vendor to protect its interest.

**-S/D-**  
**Zonal Manager,**  
**Zonal Office, Kolkata**

## **PRE-QUALIFICATION CRITERIA**

### **HIRING/ SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED DIGITAL SIGNAGE TO BANK OF INDIA BRANCHES AND OFFICES UNDER ZONAL OFFICE KOLKATA.**

Bank of India invites applications from Suppliers/ Manufacturers in the field of digital signage, whose offices are in or around Kolkata and having service facilities at various locations of **Kolkata and South 24 Parganas** for the rate contract of vendors for supply & installation of LED Digital Signage to our branches and offices under control of Kolkata ZO. Applicants who fulfill the eligibility criteria as detailed below are invited to apply. Duly completed applications in the prescribed format with required documents etc. should be submitted in closed envelope before last date of submission.

#### **SCOPE OF THE WORK:**

Supply, Installation, Testing and commissioning of LED Digital Signage Boards to Branches / Offices under Kolkata Zone. Providing technical support and software support during operation and warranty period. Taking up AMC under fixed terms and conditions for next 04 years after completion of the warranty period.

#### **ELIGIBILITY CRITERIA**

- a. The firm must be registered and have sufficient number of technical and administrative employees. The applicant should submit their credentials along with a list of employees, contact details etc.
- b. **The firm must be at least Three (3) years similar experience.**
- c. The firm requires furnishing their PAN No, GST Registration for State of West Bengal etc.
- d. The firm should have supplied similar LED digital Signage in PSU Banks/ Scheduled Banks/ Financial Institutions/ State and Central Govt. Organizations/ reputed MNC/ Private Companies, Insurance companies. The work order must be in the name of the firm only (i.e. sub contracts are not accepted). (Work orders and work completion certificates to be enclosed and other documents which substantiate work experience should be submitted.)
- e. Should have successfully completed similar works during the last 03 years ending last day of month previous to the one in which application is submitted (i.e. the completed works up to **29.02.2024** shall only be considered), as under:-
  - i. Three similar works, each costing not less than Rs.20.00 lakhs  
[or]
  - ii. Two works, each costing not less than Rs.25 lakhs  
[or]
  - iii. One work costing not less than Rs.40 lakhs.

- f. The firm must have registered offices in or around Kolkata. The list of service center in or around Kolkata with Contact details and staff details must be attached. Preference may be given to those who have service centers in all districts of West Bengal.
  - g. The firm must enclose company's certificate of Registration.
- ❑ Average annual financial turnover during the last 3 years ended **31.03.2023** should not be less than Rs.15.00 Lacs per year in similar activities (in case companies with multiple business interests).
  - ❑ Satisfactory / Completion Certificates and Purchase Order copies or LOI copies from clients etc. from Central / State Govt. / PSU / Banks / Financial Institutions / Reputed MNC/ Private Companies etc for similar LED Digital display boards.
  - ❑ The applicant must comply to Bank's terms for Payment, delivery, rate contract and penalty
  - ❑ The applicant must comply to Bank's Technical terms and conditions
  - ❑ Firm must have GST registration

Interested and eligible firms may submit the applications in closed envelope duly filled and sign and stamp of each page with all the necessary certificates, EMD and documents including **price bid** as per the enclosed Checklist on or before the stipulated date and time. The Bank reserves the right to accept or reject any or all applications without assigning any reason thereof.

(The vendor have enclose copies of all relevant documents to satisfy above mentioned criteria)

- S/D-

**Zonal Manger,  
Zonal Office, Kolkata**



**PRE QUALIFICATION OF VENDOR FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED DIGITAL SIGNAGE TO BANK OF INDIA BRANCHES AND OFFICES UNDER ZONAL OFFICE KOLKATA**

**(To be filed by Vendor)**

<b>1.</b>	Name of the Firm	
<b>2.</b>	Address for correspondence	
<b>3.</b>	Telephone nos. including Mobile no.	
<b>4.</b>	Fax No. & e-mail Id	
<b>6.</b>	Year of Establishment	
<b>7.</b>	Whether individual, partnership or company	
<b>8.</b>	PAN,TIN,GST registration details of company	
<b>9.</b>	ISO certification	
<b>10.</b>	Name of Partners/Associates/Directors.	
<b>11.</b>	Bio-data of Partners/Associates/Directors. Bio-data to be given	
<b>12.</b>	Details of major works of similar nature completed during last 7 years in PSU/Banks/ Govt Organizations/ MNCs. Details to be given in enclosed format (Annexure )	
<b>13.</b>	Name and value of other similar major works at present in hand in PSU/ Banks/ Govt Organizations / MNC. Details to be given in the enclosed format (Same as that of Annexure )	
<b>14.</b>	List of Technical Personnel & Administrative personnel employed.	
<b>15.</b>	List of other Service Personnel employed In Kolkata.	

<b>16.</b>	Escalation matrix of the company	
<b>17.</b>	Banker's Name	
<b>18.</b>	Copy of Income Tax return submitted during last 3 years to be enclosed.	
<b>19.</b>	List of registration with other Organizations	
<b>20.</b>	Whether registered for GST purpose. If so, mention number & date.	
<b>21.</b>	Audited balance sheet and statement of P/L account for last three years to be enclosed.	
<b>22.</b>	Solvency Certificate	
<b>23.</b>	GST Registration	

Annual turnover for the last 3 years Rs. in lacs:

Year ended	<b>31.03.2021</b>	<b>31.03.2022</b>	<b>31.03.2023</b>	<b>Average annual turn over</b>
Annual turnover ( Rs. in lacs)				

NOTE: Separate sheets, documents, etc. in support of above can be enclosed.

**Date:**

**Signature of authorized signatory with seal**

**Place:**

#### HOW TO SUBMIT THE TENDER PAPER:

<b>ENVELOPE-1</b>	ENVELOPE no.1 to contain the technical bid, relevant documents for prequalification and the D.D /Pay order of EMD value. It should be properly sealed and "TECHNICAL BID" to be super scribed on it.
<b>ENVELOPE-2</b>	ENVELOPE no.2 to contain the financial bid only. It should be properly sealed and "FINANCIAL BID" to be super scribed on it.
<b>ENVELOPE-3</b>	ENVELOPE no.3 to contain the sealed envelopes of technical bid( ENVELOPE no.1) and financial bid (ENVELOPE no.2). It should be properly sealed and "TENDER FOR PRE-QUALIFICATION OF VENDORS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LED DIGITAL SIGNAGE AT VARIOUS BRANCHES OF BANK OF INDIA UNDER KOLKATA ZONE " to be super scribed on it.

### **CHECK LIST**

<b><u>Name of the Vendor</u></b>	
<b>Name of Work</b>	PREQUALIFICATION OF VENDOR FOR SITC OF LED DIGITAL SIGNAGE AT VARIOUS RATINGS TO BOI BRANCHES AND OFFICES UNDER ZONAL OFFICE, KOLKATA

**Enclosure to be given with application:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>YES / NO</b>
1	Applications duly filled and signed	
2	Declaration from the applicant duly signed and filled	
3	PAN/GST/TIN registration	
4	Copy of Registration of Company/ Partnership	
5.	IT returns for last 03 financial years.	
6.	Rent receipt with mention of address /Rent agreement / Electricity bill/ Trade license or any equivalent documents to substantiate address of the registered office.	
7	I.T. Registration and Assessment order	
8	ISO certification if any	
9	Balance Sheet and Profit & Loss Account for the last 3 years from Chartered Account, consolidated audited turn over, solvency certificate	
10	Copies of Empanelment and registration details with other Dept. /Organization	
11	Work Completion Certificates	
12	List of Technical / Administrative personnel employed with contact details	
13	List of service centers and offices in W e s t Bengal with address	
14	GST Registration for the state of West Bengal	

**Signature of the applicant(s) with seal:**

Date:

Place:

**PARTICULARS IN RESPECT OF SIMILAR WORKS COMPLETED FOR THE LAST 07 YEARS (WORK ORDERS & WORK COMPLETION CERTIFICATE TO BE ENCLOSED)**

<b>Sl no</b>	<b>Name of work/project with address</b>	<b>Description of work executed</b>	<b>Name and address of the clientele</b>	<b>Time of completion</b>
1.	2	3	4	5
1.				

2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

**(IF THE APPLICANT FINDS THE TABLE PROVIDED ABOVE IS NOT SUFFICIENT ENOUGH TO DESCRIBE THEIR WORK EXPERIENCE THEY MAY ATTACH AN ADDITIONAL SHEET FOR SAME.)**

**SIMILAR WORKS:** Similar works means hiring / supply, installation, testing & commissioning of led digital signages in Banks/PSU's / Govt. offices / MNCs

**OTHER RELEVANT INFORMATION**

Sr.No	Particulars	Details	Remarks
1.	List of major production equipment inpossession of the firm		

2.	List of testing Instruments		
3.	List of Laboratory equipment		

## INSTRUCTIONS TO TENDERERS

Tenders are invited in **TWO BID SYSTEM** for **Annual Rate Contract for Hiring/ Supply, Installation, Testing and commissioning of LED Digital Signage at various Branches under control of Kolkata Zone Office** along with pre-qualification from having similar experience in the supply Installation Testing and commissioning of LED digital wall/ signage.

1. Submission of BIDs/Tender Documents: Tenders should be submitted in **two bid** system in closed envelope.
2. **EMD should be submitted in the technical bid only.**
3. Tender applications should be submitted in closed envelope on or before **25<sup>th</sup>, March.2024** and the technical bids of the tender papers will be opened on **26<sup>th</sup>, March.2024**.
4. **Defect liability period:** The defect liability period of the work executed by you would be 12 months from the date of the virtual completion of the work. During this defect liability period the vendor have to give onsite service for all hardware, software and the defects crop up in the work executed by him. He would also provide all kind of maintenance and software service during this period **FREE OF COST**.
5. **Comprehensive Maintenance contract:** After completion of the warranty period the successful vendor have to enter in to an AMC contract with Bank.
6. **WARRANTY PERIOD:** The warranty period post installation of the LED Digital Signboard is **01 year**. During this period the vendor has to provide onsite warranty for the entire thing provided by the vendor.
7. **TOTAL SECURITY DEPOSIT:** The total security deposit comprises of following “**Earnest Money Deposit (E.M.D) + Initial Security deposit (I.S.D) + Retention Money (R.M)**”. In this tender the total security deposit of the successful vendor to be kept till the end of the warranty period.
  - A. **E.M.D** amounting to **Rs 10,000/-** in the form of Demand Draft/ Banker’s Cheque payable at Kolkata and drawn in favor of “**Bank of India**” otherwise the tender is liable for rejection [MSME or Udyog Aadhar registered applicant are exempted from depositing E.M.D. However, they have to enclose a copy of the certificate. However, upon emerging successful in the tender process the vendor have to deposit Rs.50,000/- with Bank prior to award of the contract ]. This E.M.D would be kept deposited at **Kolkata Zonal Office**.
  - B. **Initial Security Deposit (I.S.D)**, have to be deposited by the empanelled vendor upon award of any work. The successful vender will have to pay an amount which shall be 2% of the value of the work awarded to him by means of D.D /Pay Oder in favor of the “**Bank of India**”. The Initial security deposit is to be deposited to the respective branch or office of the Bank within 07 days of receipt of the work order. This I.S.D would be kept deposited at branch / office where work is executed and this amount would be released to vendor post warranty period. No interest is allowed on the EMD and ISD paid by the successful bidder.
  - C. **Retention money:**
    - i. Retention Money for Supply & Installation work: An amount @ 8% of value each of the work assigned to the vendor under this contract would be recovered as retention money. This amount is a part of the total security deposit that would be kept at branch end till the completion of the warranty period.

**E.M.D :** This would be submitted by vendor at the time of applying for the tender. E.M.D of the successful vendor would be kept deposited at Zonal Office and would be released by Zonal Office.

**I.S.D :** This would be submitted by vendor after getting an work order. This amount would be kept deposited at the respective branch and would be released by the branch.

R.M : This amount would be deducted from the payment of the vendor for any work executed by him. This amount would be kept deposited at the respective branch and would be released by the branch.

8. The branches and offices under Kolkata Zone are spread over Kolkata and South 24parganas districts.

9. THE SCOPE OF THE WORK OF THE LED DIGITAL SINAGE AT VARIOUS BRANCHES UNDER CONTROL OF ZONAL OFFICE, KOLKATA INCLUDES THE FOLLOWING.
- a) Firm should visit the identified Branch and assess the size of the Board required and prepare art work of the same using photo shop or any other suitable software. Get the approval of the same from the Branch Manager / Zonal authority.
  - b) Obtain statutory approvals from the Govt. authorities' viz. KMC, PWD, traffic department etc. For obtaining theses approvals Bank's role is limited up to, where ever necessary applications would be filled by Bank and statutory fees would be paid to Govt. authority. For obtaining such permissions all liaising work to be carried out by the vendor.
  - c) Carrying out necessary wiring with requisite distribution box, timer to provide input power to the digital led signboard (vendor have to tap the power for the same from the main D.B of the branch).
  - d) Making arrangement for scaffolding for execution of the work at all heights up to 10meters from the ground level.
  - e) Providing supporting steel frame work for the digital sign board along with the necessary civil work for the same.
  - f) Supply, Install, Testing commissioning of Digital Signage including software support. The job includes establishing all necessary electrical works for power supply to the digital sign board from main electrical source of the branch.
  - g) Farming of the raw videos/ advisement to required resolution in the Board.
  - h) Providing high security software and software support along with hardware support.
  - i) Replacement of faulty/ failure modules and upkeep the board 24X7 for 365 days.
  - j) Providing onsite warranty of 01years for all hardware and software post installation and commissioning of the digital signage.
  - k) Carrying out maintenance contract for a period of 04 years post warranty period with an annual fees of 10% of the cost of the each installation contract.

10. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
11. All compensation or other sums of money payable by the vendor to Clients under the terms of this contract may be deducted from the security deposit, or from any sum that may be or may become due to the vendor on any account whatsoever and in the event of the Security Deposit being reduced by reasons of any such deductions, the vendor shall within 07 days of being asked to do make good in by DD any sum which have been deducted from his security deposit.
12. Tender containing any precondition condition by the applicant are liable to be summarily rejected.
13. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the vendors who resort to canvassing will be liable to rejection.
14. The tenderer should quote their (own) rates for undertaking the work.

15. GST as applicable will be reimbursed by bank as specified in NIT.
16. I.T. will be recovered @ 2 % plus surcharge or as applicable as per Government Rules
17. Time is the essence of the contract. Each of the work order should be completed in **Three (3) weeks** from the date of the work order issued to the vendor to commence the work. The successful vendor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 07 days from the date of acceptance of the tender.
18. Tenders for works shall remain open for acceptance for a period of **90 days** from the last date of opening of the financial bids. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money deposited by the vendor and bar him from attaining further tenders of the Bank.
19. **The successful tenderer to whom, the contract is awarded, he will have to enter into an agreement with the bank.**
20. For each of the work assigned to him the tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
21. The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load, scaffolding to be erected and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load and scaffolding.
22. Whenever a work is allocated under this contract the work has to be started within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit
23. No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.
24. Bank has the right to offer the vendor to modify the old material wherever/ whenever necessary instead of new supplies
25. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.
26. The vendor should fulfill the labour regulation guidelines stipulated by the governments
27. No advance payment in any form will be granted for the works proposed under this contract.
28. **The normal period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is later.**
29. Vendor is advised to not to engage child labour during the contract period for executing any of the



work of the Bank.

30. Only Bank has right to terminate the contract by giving one month notice depends upon the performance.
31. All digital signage displays are to be connected to the network provided and maintained by vendor. The content server capable of handling the data content demands of this proposal.
32. The network connectivity through SIM based or by other media and content server is within the scope of the vendor under this contract.
33. The bidder should be able to remotely reconfigure, maintain, manage digital signage hardware and software and should make system available at the displayed locations. This should include switching on and off of the equipment on daily basis at stipulated time. The vendor should also provide access rights to BANK authorities for monitoring purpose. Month wise log report to be submitted.

**Zonal Manger,  
Zonal Office, Kolkata**

**READ, UNDERSTOOD AND ACCEPTED**

**(SEAL WITH SIGNATURE OF THE VENDOR)**

**SPECIAL CONDITIONS TO THE CONTRACT**

- 1.THE SCOPE OF THE WORK OF THE LED DIGITAL SINAGE AT VARIOUS BRANCHES UNDER CONTROL OF ZONAL OFFICE, KOLKATA INCLUDES THE FOLLOWING.**
- a. Firm should visit the identified Branch and assess the size of the Board required and prepare art work of the same using photo shop or any other suitable software. Get the approval of the same from the Branch Manager / Zonal authority.
  - b. Obtain statutory approvals from the Govt. authorities' viz. KMC, PWD, Traffic department etc. For obtaining theses approvals Bank's role is limited up to, where ever necessary applications would be filled by Bank and statutory fees would be paid to Govt. authority. For obtaining such permissions all liaising work to be carried out by the vendor.
  - c. Carrying out necessary wiring with requisite distribution box, timer to provide input power to the digital LED signboard (vendor have to tap the power for the same from the main D.B of the branch).
  - d. Making arrangement for scaffolding for execution of the work at all heights up to 10meters from the ground level.
  - e. Providing supporting steel frame work for the digital sign board along with the necessary civil work for the same.
  - f. Supply, Install, Testing commissioning of Digital Signage including software support. The job includes establishing all necessary electrical works for power supply to the digital sign board from main electrical source of the branch.
  - g. Farming of the raw videos/ advisement to required resolution in the Board.
  - h. Providing high security software and software support along with hardware support.
  - i. Replacement of faulty/ failure modules and upkeep the board 24X7 for 365 days.
  - j. Providing onsite warranty of 01years for all hardware and software post installation and

commissioning of the digital signage.

- k. Carrying out maintenance contract for a period of 04 years post warranty period with an annual fees of 10% of the cost of the each installation contract.

**2. Comprehensive Maintenance Contract: The successful bidder to whom the contract is awarded have to carry out maintenance contract for each of the project executed by him after completion of the warranty period for the same. The details of the maintenance contract is mentioned as below:**

- a. The comprehensive maintenance contract would be for a period of 04 years which will automatically begin immediately after completion of the warranty period.
- b. Vendor have to sign a maintenance contract with the respective branch for undertaking the comprehensive maintenance contract.
- c. The duration of such contract would begin immediately after warranty period and would be for 04 years.
- d. **The annual fees for this comprehensive maintenance contract would be 10% of the basic project cost (i.e., excluding the tax component) and there would be no upward revision upon the same during the contract period.**
- e. **While making payment for such maintenance cost GST as applicable would be paid and TDS as applicable would be deducted.**
- f. The contract agreement has to be executed on a non-judicial stamp paper of Rs.100/- value, which has to be procured by the vendor.
- g. After the execution of this agreement the retention money would be released by the Bank.
- h. Vendor have to submit a performance Bank guaranty of value equivalent to 01year comprehensive maintenance cost. This Bank guaranty would be for a period of 04 years.
- i. During this comprehensive maintenance period the vendor have carry out statutory Bi-monthly visit to the site and carry out mandatory maintenance service of the hard ware and software.
- j. A copy of the visit report along with the maintenance work carried out by the vendor has to be submitted in the branch and duplicate thereof has to be submitted to estate department, Kolkata Zonal Office.
- k. Apart from the statutory visits vendor have to attend the break down calls as and when lodged by the Bank.
- l. All the breakdown calls has to be attended within a period of 48hours of reporting of the same and has to be resolved within 96hours of reporting of the same.
- m. In this comprehensive maintenance contract all the hardwires and the soft wires provided by the vendor are covered.
- n. During this maintenance contract all necessary up gradation of the software has to be carried out by the vendor.
- o. Formatting and loading of the new contents as and when required by the Bank has to be done by the vendor.
- p. Under this comprehensive contract the vendor has to provide all technical support 24X7 for maintenance of the local server used for the display of the content of one or more digital sign boards installed at branches.

**3. Escalation Matrix: The successful vendor have to provide an escalation matrix with details of the name and phone numbers/mail-ID of the contact persons to whom Bank can contact in case of break down service or change/modification of content.**

**4. Permits, Laws and Regulations:**

All liaising work for obtaining permits and licenses required for the execution of the work, shall be obtained by the vendor. The vendor shall give notices and comply with the regulations, laws,

and ordinances rules, applicable to the contract. If the vendor observes any discrepancy between the drawings and specifications, he shall promptly notify the BOI in writing under intimation of the Architect/ Consultant. If the vendor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the BANK OF INDIA for any legal actions arising there from.

5. **All the digital signages would be connected through a network to a server which is centrally located in any of the branches or office of the Bank under Kolkata Zone. Vendor would provide his technical person who would visit the place of installation of the server for maintenance, updation of the software , content of display and break down service as and when required.**

6. **Setting out Work:**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the Architect / consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by, the Architect / consultant the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the BOI.

i. **Protection of works and property:**

The contractor shall continuously maintain adequate protection. of all his work from damage and shall protect the BOI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per tender **clause at his own cost**. The policy may be taken in joint names of the contractor and the Bank and the original policy may be lodged with the Bank.

ii. **Inspection of work:**

The BOI / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Bank/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank/ Architect /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

iii. **Assignment and subletting:**

The whole of work included in the contract shall be executed the vendor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the vendor or any part or share there of or interest therein without the written consent of the BOI through the Architect and no undertaking shall relieve the vendor from the responsibility of the vendor from active & superintendence of the work during its progress.

**iv. Quality of materials, workmanship & Test:**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the Architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the Architect/consultant.

**1. Samples:**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Bank/Architect/consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Bank/Architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be the signed by the Bank/Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Bank/Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

**ii) Cost of tests**

The cost of making any test shall be borne by the vendor if such test is intended by or provided for in the specification or B.O.Q.

**iii) Costs of tests not provided for**

If any test is ordered by the Bank/Architect/ Consultant which is either If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

**v. Obtaining information related to execution of work**

No claim by the contractor for additional payment shall be entertained at Bank end which is consequent upon failure on the part of the contractor to obtain correct information as to any matter affecting the execution of the work or any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

**vi. Contractor's superintendence**

The vendor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Bank/Architect / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

**vii. Work by other agencies**

The BANK / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the vendor shall not only allow but also extend reasonable facilities for the execution of such work. The vendor however shall be required to provide all plant or material for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

**viii. Insurance of works**

Without limiting his obligations and responsibilities under the contract the vendor shall insure in the joint names of the BOI and the vendor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the BOI and vendor are covered for the period stipulated vide clause of GCC and are also covered during the period of warranty for loss or damage arising from a cause, occurring prior to the commencement of the period of warranty and for any loss or damage occasioned by the vendor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

**a. Damage to persons and property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the BOI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- i. The permanent use or occupation of land by or any part thereof.
- ii. The right of BOI to execute the works or any part thereof on, over, under, in or through any lands.
- iii. Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract injuries or damage to persons or property resulting from any act or neglect of the BOI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the BOI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

**b. Vendor to indemnify BANK**

The Vendor shall indemnify the BOI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

**c. Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the BOI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or

design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against BOI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the BOI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

**d. Third Party Insurance**

- i. Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of BOI, or to any person, including any employee of the BOI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

**ii. Minimum amount of Third-Party Insurance**

Such insurance shall be affected with an insurer and in terms approved by the BOI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

- e. The minimum insurance cover for physical property, injury, and death is ₹5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

**f. Accident or Injury to workmen:**

- i. The BOI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the BOI or their agents, or employees. The contractor shall indemnify and keep indemnified BOI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**ii. Insurance against accidents etc. to workmen**

The contractor shall insure against such liability with an insurer approved by the BOI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insured as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that BOI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect / consultant when such policy of insurance and the receipt for the payment of the current premium.

**iii. Remedy on contractor's failure to insure**

Without prejudice to the others rights of the BOI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the BOI and which are payable by the

contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

**ix. Commencement of Works:**

The date of commencement of the work will be reckoned as the date, seven days from the date of award of letter by the BOI.

**14. Time for completion**

Time is essence of the contract and shall be strictly observed by the contractor. Each work order issued to vendor under this contract shall be completed within a period of **Three (3) Weeks** from the date of commencement. If required in the contract or as directed by the Bank/Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

**15. Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Bank/Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Bank/ Architect / consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the BOI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

**16. No compensation or restrictions of work**

If at any time after acceptance of the tender BOI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona-fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores having been issued from BOI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the



decision of Architect / consultant shall be final.

#### **17. Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the Bank/Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Bank/Architect/consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:
  - a) On account any default on the part of the contractor, or
  - b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
  - c) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the Bank/Architect / consultant.
- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:  
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

#### **18. Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the BOI:

- a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of BOI.
- b) To employ labour paid by the BOI and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of Architect/consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him ( The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted f any money due to him by BOI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the BOI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to



recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

**19. Owner's right to terminate the contract**

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjudicated an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Architect / Consultant or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the BOI through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the BOI through the Architect / consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the BOI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the BOI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the BOI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the BOI or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the BOI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, tools scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the BOI or Architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the BOI sell the same by public auction, and after due publication, and shall, adjust the amount realized by

such auction. The contractor shall have no right to question any of the act of the BOI incidental to the sale of the materials etc.

## **20. Water Supply**

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following condition.

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.
  - a. The contractor shall construct temporary well / tube well in BOI and for taking water for construction purposes only after obtaining permission in writing from the BOI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the BOI without any compensation as directed by the Architect / consultant.
  - b. If the contractor makes use of Bank's water connection or power connection ( after obtaining due permission, an amount of 0.25% of the tendered amount/amount of final bill , whichever is higher will be deducted.

## **21. Power Supply**

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at each and every site. However, on his request Bank may consider to provide the same with a cost.

## **22. Treasure Trove etc.**

Any treasure trove, coin or object antique which may be found on the site shall be the property of BANK and shall be handed over to the bank immediately.

## **23. Method of Measurement**

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Bank /Architect / consultant shall be final and binding on the contractor.

## **24. Force Majeure**

- a. Neither contractor nor BOI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- b. As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

- c. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.
- d. Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties, shall each other to decide regarding the future execution of this agreement.

#### **25. Local laws, Acts Regulations:**

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

#### **26. Accidents:**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work undertake rescue and restoration work. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

**27.** The contractor's shall be bound to comply the following provision in terms of "Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020" as under;

I. 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).

II. '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 judicial 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.

III. 'Bidder from a country which shares a land border with India (such a country)' for this purpose 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 a country; or

#### **28. A. Settlement of Disputes and Arbitration**

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Dy.Zonal Manager Kolkata Zonal Office, Bank of India, Kolkata-700001. And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to Dy. Zonal Manager, Kolkata Zonal Office. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to Dy. Zonal Manager, Kolkata Zone in writing in the manner and within the time aforesaid.

## **29. Settlement of Disputes and Arbitration**

The Dy.Zonal Manager, Kolkata Zone shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of Dy.Zonal Manager, Kolkata Zone, Kolkata submits his claims to the conciliating authority namely the Zonal Manager, Kolkata Zone, Kolkata-700001 for conciliation along with all details and copies of correspondence exchanged between him and the Dy.Zonal Manager, Kolkata Zone.

- i) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the General Manager, NBG (East), Kolkata-700001 for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- ii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the General Manager NBG(East). It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said General Manager NBG(East). Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such General Manager NBG (East) as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the

Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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 judicial person, has a controlling interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent 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;

2. 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 judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. 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 judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. 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.

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

VI. 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.

VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per “Annexure Q”. Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection.”

#### **ANNEXURE “Q”**

Declaration-Cum- Certificate on the Letter Head of Bidder Regarding Restrictions on Procurement From Bidders From A Country Or Countries, On Grounds Of Defence In India, Or Matters Directly Related Thereto, Including National Security.

**Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India**  
**order no. F. No 6/18/2019/PPD dated 23<sup>rd</sup> July 2020**

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name ..... ) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

(Signature of Authorized Signatory along with Seal)

Name of authorized signatory:

Designation of Authorized signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
2. ....
3. ....
4. ....

Date:

Place:

#### **ARTICLES OF AGREEMENT**

THIS ARTICLE OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking act’ 1970) and having it’s Head Office at “ Star House”, C-5, G Block , Bandra Kurla Complex ,Bandra (East) , Mumbai , having it’s Kolkata Zonal Office at 5 B.T.M Sarani , Kolkata-700001 duly represented by \_\_\_\_\_ (Here in after called “**The Bank**”)

**AND**

\_\_\_\_\_ of (Hereinafter called "**The Contractor / The Vendor**") of the other part, whereas the Bank is desirous of **ENTERING IN TO A RATE CONTRACT FOR HIRING / SUPPLY , INSTALLATION , TESTING & COMMISSIONING OF LED DIGITAL SIGNAGE** at various branches of Bank Of India under Kolkata Zone and has caused conditions of contract, special condition ,technical specifications and schedule of quantities etc., describing the works prepared by **Bank**.

AND WHEREAS the SAID technical specification, conditions of contract, specifications and schedule of quantities etc., have been signed by or on behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR / VENDOR has agreed to execute the contract upon and subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "Said Conditions") the works shown and described in the same specifications and included in the said schedule of quantities for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is estimated to be Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (hereinafter referred to as "Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the contract rate to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute and complete the work shown in the said drawings and described in the said specifications.
2. The Bank shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions of the tender.
3. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.
5. The Bank through the Architect / officials , reserves to himself the right of altering the drawings and natures of the work , specification of the work , of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
6. Time shall be considered a the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within **21** days reckoned from the date of issue of work order to execute the work, as provided forin the said conditions and complete the entire work in **21 days** subject to nevertheless to the provisions for extension of time.



7. This agreement and contract shall be deemed to have been made in Kolkata and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Kolkata and only the courts in Kolkata shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signed by the said in the presence of:

WITNESS: SIGNATURE NAME

:

ADDRESS:

BANK

WITNESS: SIGNATURE NAME

:

ADDRESS:

**DETAILED TECHNICAL SPECIFICATIONS OF LED DIGITAL SIGNAGE TO BE INSTALLED AT BRANCHES /OFFICES**

S No	Description	P3	Compliance (Yes/No)	Remarks
1	Pixel Pitch	3.076mm		
2	Pixel density	1,05,625 Dots/Sq. Mtr.		
3	LED Lamp	SMD1515		
4	Configuration	1R1G1B		
5	Size	320mmX160mmx17.5mm		
6	Weight	0.40 Kg ±0.01kg		
7	Structure	Lamp & IC in same PCB		
8	Resolution	104*52=5408 Dots		
9	Max Current	≤8.94 A		
10	Input Voltage	4.5 V ±0.1V		
11	Power Consumption	≤40Watt.		
12	Driving Mode	Constant Current1/13Scan		



13	40A Power Supply for	2-3 pcs module		
14	40A PFC Power Supply for	3-4 pcs module		
15	50A Power Supply for	3-4 pcs module		
16	80A Power Supply for	6-7 pcs module		
17	Cabinet Size (Width*Height*Thickness)	960mm*960mm*104.5mm(with module cabinet) 960mm*960mm*169.5mm(with module cabinet, connecting plate)		
18	Cabinet Pixel Density	312*312=97344 Dots		
19	Cabinet Area	0.9216 m <sup>2</sup>		
20	Cabinet Weight	29.7kg ± 0.5 kg		
21	Cabinet Max Power Consumption	≤724W		
	Average Power Consumption (1/3 Max)	≤241W		
22	Distribution Power (Power Supply Capacity 78%)	≤928W		
23	Brightness	≥4200 cd/m <sup>2</sup>		
24	Bright Variation	20-100%		
25	Brightness Uniformity	>0.95		
26	Horizontal Viewing angle	140 ± 10 Deg		
27	Vertical Viewing Angle	130 ± 10 Deg		
28	Best Viewing distance	≥3M		
29	Black Spot Ratio	<0.0003		
30	Max Power Consumption	≤768 W/m <sup>2</sup>		
31	Operation Environment	Outdoor		
32	Gray Scale	14-16 Bits (RGB Each)		
33	Display Colour	4398 Billion		
34	Refresh Frequency	1920 HZ		

35	Frame Frequency	$\geq 60$ frame/sec		
36	Life Span	$\geq 100,000$ hours		
37	Brightness Adjustment	256-grade manual / automatic		
38	Average Failure Free Time	$\geq 10,000$ hours		
39	Attenuation (3 years later)	$\leq 15\%$		
40	Operating Humidity	<b>10%RH to 90%RH</b>		

Technical Specs Server (Cloud)		COMPLIANCE (YES /NO)
1	Cloud Hosting on reputed hosting services like AWS / Azure / Google etc., which can scale to support up to 10000 screens as the screen network grows without latency.	
2	Robust Business Continuity & Disaster Recovery Set-up	
3	Backup: Weekly Backup ,3 Month Backup will be kept	
4	Load Balancing Of Application Requests	
5	Security and network access Control	
6	99.00 % Uptime	
7	Server to be hosted in India	
8	Unlimited Displays to be controlled	

S N O	CONTENT MANAGEMENT SOFTWARE FEATURES	COMPLIANCE (YES /NO)
1	The system should provide a consistent and easy to use solution with web based graphical user interface	
2	Cloud Based Solution : Server to be hosted on the cloud and Hence, there is no downtime or limit on the no. of players on the network. Dedicated server on the cloud.	
3	Multi-Level Role based user access : Administrator will have all the rights and he can create users/user groups and assign rights, user access can be provided for a player, group of players or each module like playlist creation, layout management, reports etc.	
4	Maker Checker: Different roles for content creator and content approver required. No content can be pushed without approvers Consent.	
5	Secured Content Download through HTTPS (443 Port) only. (No Unsecured/Unencrypted communication like FTP, Allowed)	
6	Easy and intuitive interface for scheduling content on as per time, date, display, drag and drop templates, etc.,	
7	Divide your screen the way you want in to as many regions as required & populate images, videos, flash, etc., in these regions using drag-and-drop interface	
8	Integration with Queue Management System possible without any modification in the current existing software- Additional Feature	
9	Group displays and schedule same content at once to all the displays in the group	
10	Show content in horizontal/vertical formats in any required aspect ratio and resolution.	

11	Supports content push from server & well as pull from the media player.	
12	Drag and Drop feature to create a playlist, modify the position of the files in the playlist.	
13	Content Support: Supports playback of most media formats as follows: o Video Formats- wmv, avi, mpg, mpeg, flv, mov, mp4, mkv, vob, 3gp Image Formats: jpg, bmp, png, gif, tiff, tifo Flash Format: swfo Text: Show static as well as scrolling text (Tickers) o Adobe: pdf	
14	Integrations with Social Media Feeds like Facebook, Instragram, Bank's APIs, Streaming Services like Cricket or News Feeds, Live Video Streaming like You tube Live, Facebook Live etc.	
15	Dynamic Data: Playback available for the following dynamic data o Webcasting: Show feed of live events received via a streaming server or Embedded HTML or Feed from microblog (Twitter) or Feed from any Webcam or RSS (Really Simple Syndication) Feed: Changeable interval based updating of RSS Feed	
16	Over the air Software and OS updates	
17	Centrally turn ON/OFF Displays (Can be scheduled or on demand through commands )	
18	Centrally turn ON/OFF USB Ports / HDMI Ports / other Ports (Can be scheduled or on demand through commands )	
19	Smart Content Download : Schedule time to download content as per bank guidelines, distribute bandwidth equally amongst connected displays for better bandwidth utilisation, Resume downloads in case of connectivity issues	
20	Smart Delete of content: Smart delete function deletes content which is not in use from media players. However all the deleted files will be available for re downloading.	
21	Inbuilt Media player	
22	<b>CMS should throw dashboard notifications and send emails in case of:</b>	
A	Display Offline in working hours	
B	Media Player Offline in working hours	
C	Content Not Downloaded for more than 24 Hours	
D	Server overload	
E	Hard disk space running out	
23	<b>Default display in case of content not available</b>	

	<b>Content Management Service</b>	<b>COMPLIANCE (YES / NO)</b>
1	Upload Content by vendor which is received from BOI Team.	
2	Create Layouts and Customize them as per BOI Requirements	
3	Schedule the layouts as directed by the BOI Team	
4	Check Application Server.	
5	Check MYSQL Size (Log Files backup weekly once).	
6	Send Mail to Disconnected branches of BOI	
7	Send connected and disconnected branches list to Reporting Personals	
8	Provide Support to BOI - Attend all Support Related calls from BOI Branches	
9	Check version updated media players and add displays to display profile	
10	Send daily report to Dedicated Officials.	
11	Create summary of all status on a Monthly Basis.	
12	Provide 4G Data dongle with Data Plan for each screen and connect screen to server (Dongle should draw power from the screen's USB port, additional AC power source for dongles will not be provided)	

### **ANNEXURE –II**

**(\*\*APPLICANT NEED NOT TO FILL THIS. THIS IS TO BE FILLED BY THE SUCCESSFUL BIDDER WHILE ENTERING IN TO AMC CONTRACT)**

### **ARTICLES OF AGREEMENT FOR COMPREHENSIVE MAINTENANCE CONTRACT**

THIS ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Four between the Bank of India, a body corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having it's Registered Office / Head Office at Star House, G-Block, Plot No.C-5, Bandra Kurla Complex, Bandra (East) Mumbai -40051 and having its Zonal office at 5 B.T.M Sarani , Kolkata , W.B-700001, and any other places (hereinafter referred to as "the Bank") which expression shall include its successor or successors and assigns of the ONE PART through the authorized officer Shri. \_\_\_\_\_ (Designation).

**AND**

M/s. \_\_\_\_\_, having its \_\_\_\_\_ registered

SIGNATURE OF VENDOR

office

At \_\_\_\_\_

\_\_\_\_\_, (hereinafter referred to as the  
“VENDOR”) of the OTHER PART through its authorized representative Sri \_\_\_\_\_.

In consideration of the payments to be made to the Vendor as hereinafter provided the Vendor shall upon and subject to the said conditions carry out and complete the works shown upon in the tender condition etc. and such further detailed specification as may be furnished to the Vendor by the Bank. The Bank will pay annually to the Vendor, the Quoted sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ and \_\_\_\_\_ only) (hereinafter called the annual maintenance cost amount) which is 10% of the same project cost executed by the vendor under this rate contract, excluding tax portion and in the manner specified in the said conditions.

AND WHEREAS the Bank intend to enter in to a “COMPREHENSIVE ANNUAL MAINTENCE CONTRACT FOR 04 YEARS UNDER FIXED TERM AND CONDITION” (hereinafter called the “MAINTENANCE CONTRACT”).

AND WHEREAS the “MAINTENANCE CONTRACT” as per the specification , quantity, quality, price and other terms and condition of the tender have been signed by the parties here to and the vendor has agreed to execute the maintenance works upon and subject to the said conditions.

WHEREAS THE Contractor has deposited with the Bank Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as Bank Guaranty which is renewable and remain in force during the entire contract period for the due performance of the Agreement.

AND WHEREAS said all the scheme of **COMPREHENSIVE MAINTENANCE CONTRACT FOR NEXT 04 YEARS UNDER FIXED TERM AND CONDITION** is inclusive of the tender specifications, priced schedule of quantities and conditions mentioned herein have been signed by the parties hereto and the Contractor has agreed to execute the works upon and subject to the said conditions

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- a. The comprehensive maintenance contract would be for a period of 04 years which will automatically begin immediately after completion of the warranty period.
- b. Vendor have to sign a maintenance contract with **the respective branch** for undertaking the comprehensive maintenance contract.
- c. The duration of such contract would begin immediately after warranty period and would be for 04 years.
- d. **The annual fees for this comprehensive maintenance contract would be 10% of the basic project cost the same project (i.e., excluding the tax component) and there would be no upward revision upon the same during the contract period.**
- e. **While making payment for such maintenance cost GST\* as applicable would be paid and TDS as applicable would be deducted.**
- f. The contract agreement has to be executed on a non-judicial stamp paper of Rs.100/- value, which has to be procured by the vendor.
- g. After the execution of this agreement the retention money would be released by the Bank.
- h. Vendor have to submit a performance Bank guaranty of value equivalent to 01year comprehensive maintenance cost. This Bank guaranty would be for a period of 04 years.
- i. All the hardware and software provided by the vendor comes within the purview of **comprehensive** maintenance under this contract.
- j. During this comprehensive maintenance period the vendor have carry out statutory Bi-monthly visit to the site and carry out **PREVENTIVE MAINTENANCE SERVICE** of the hard ware and software.

SIGNATURE OF VENDOR

- k. A copy of the EACH visit report along with the maintenance work carried out by the vendor has to be submitted in the branch and duplicate thereof has to be submitted to estate department, Kolkata Zonal Office.
- l. Apart from the statutory visits vendor have to attend the break down calls as and when lodged by the Bank.
- m. All the breakdown calls has to be attended within a period of **48hours** of reporting of the same and has to be resolved within **96hours** of reporting of the same.
- n. In this comprehensive maintenance contract all the hardwires and the soft wires provided by the vendor are covered.
- o. During this maintenance contract all necessary up gradation of the software has to be carried out by the vendor.
- p. Formatting and loading of the new contents as and when required by the Bank has to be done by the vendor.**
- q. Under this comprehensive contract the vendor has to provide all technical support 24X7 for maintenance of the local server used for the display of the content of one or more digital sign boards installed at branches.

The job of the Annual Maintenance Contract, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto and in such cases decision of the Bank will be final.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

EXECUTANTS

)

A) BANK

2)

4)

\* Common Seal

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names.

## **DECLARATION**

To,  
The Zonal Manager,  
Bank of India,  
Kolkata Zonal Office,  
Star House, 5 B.T.M Sarani,  
Kolkata - 700001

**NAME OF THE WORK: TENDER FOR RATE CONTRACT WITH VENDOR FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED DIGITAL SIGNAGE TO BANK OF INDIA BRANCHES AND OFFICES UNDER KOLKATA ZONAL OFFICE.**

I/We\_\_\_\_\_ hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications, Bill of Quantities etc. and understood the same. Agree to fully abide by them and on the basis of the same I/We have quoted our rates in the BOQ attached with the tender documents.

We accept all the terms and conditions of tender documents including the terms and conditions of maintenance contract. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Bank for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

**Witness:**

Signature of Tender

Address\_\_\_\_\_

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



**(THIS PRICE BID TO BE SUBMITTED IN A SEPARATE CLOSE ENVELOPE MARKED AS FINANCIAL BID)**

**PART –II PRICE BID (SUPPLY AND INSTALLATION)**

**SCHEDULE OF QUANTITIES**

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE(Rs.)</b>
1.	Supply, Installation, Testing and Commissioning of LED digital signage at various Branches under Kolkata Zone. The scope of work also includes (which is elaborately described in the page 16 and 18 of the tender paper)necessary civil work, all hardware, <b>controller, SIM card, Software, remote controller, onsite maintenance, liaison for statutory approvals viz KMC/ PWD as a package etc.</b>		
A	<b>P3 mm Active LED panel with 01 Year warranty</b>	Sqft.	
	<b>Total A</b>		
	<b>Discount if Any</b>		
	<b>Grand Total</b>		

**(Rupees .....only)**

**(TAXES AS APPLICABLE WOULD BE PAID EXTRA)**

**NOTE:**

1. Lowest rate (L1) shall be evaluated based on Grand total.
2. Above price should be inclusive of each and every charges. BOI should not be liable to pay any extra charges beyond price quoted above.
3. The quantity is for calculation purpose only. Actual SFT for each Branch may vary depends upon the frontage of the Branch.
4. Rates quoted shall be excluding GST applicable as per the guidelines of the Govt. of India.
5. While quoting the prices, the quality of material and works shall be confirming to the applicable standards.
6. BOI reserves the right to utilize L1 Rates for the Phase-II of project within One- year Time period from Tender opening date, which will be allotted as per above clause.
7. Payment will be released after successful installation and receipt of necessary statutory approvals.
8. LED board Health log report should be submitted to the respective branch every month.

**Signature of the Contract**