

ADMINISTRATIVE TRAINING INSTITUTE

GOVERNMENT OF WEST BENGAL
FC-BLOCK, SECTOR-III, SALT LAKE CITY,
KOLKATA - 700 106

Memo No.: 341/DD (A)/ATI/I-9/2008

Date: 16/07/2015

NOTICE INVITING TENDER

1. Sealed tenders are invited from reputed and bonafide agencies for Facilitation Management Services (FMS) & Annual Maintenance Contract (AMC) of IT Infrastructural Setup for the Administrative Training Institute (ATI) [herein after referred to as the 'Institute'], Government of West Bengal, FC-Block, Sector-III, Salt Lake City, Kolkata - 700106.
2. The interested eligible bidders may purchase bid document on cash payment of ` 200/- (Rupees two hundred only) in the Cash Section of ATI from **24/07/2015 to 07/08/2015, during 11.00 a.m. to 3.00 p.m.** excluding prescribed government holidays. The tender documents may also be downloaded from the official website of ATI (i.e. <http://www.atiwb.gov.in>). The same may also be submitted after depositing ` 200/- (Rupees two hundred only) by cash in the Cash Section.

3. SCOPE OF WORK:

3.1. DESKTOP MANAGEMENT & SERVICES

- ❖ Installation / reinstallation of Operating System, Office Automation & other software as per requirement.
- ❖ Configuration of Operating Systems, Office Automation and peripherals (printer, scanner etc.)
- ❖ Regular trouble shooting
- ❖ Preventive maintenance on a Quarterly basis.
- ❖ Comprehensive Maintenance of the existing Desktop Computers not under the scope of warranty
- ❖ For PC's under warranty relevant call log in with respective OEM service providers and necessary follow ups with them for getting the job done or escalating the status with ATI authority on a day to day basis
- ❖ Patch & Software update

3.2 SERVER MANAGEMENT

- ❖ Install, configure & upgrade O.S.
- ❖ System Startup, shutdown, maintain uptime.
- ❖ Monitoring CPU utilization, disk space usage etc.
- ❖ User administration- Creation, Deletion
- ❖ Apply patches & bug fixing
- ❖ Weekly, monthly, quarterly Uptime report generation.
- ❖ Comprehensive Maintenance of the existing Servers which are not under the scope of OEM warranty or any third party warranty

- ❖ For Servers under warranty relevant call log in with respective OEM service providers and necessary follow ups with them for getting the job done or escalating the status with ATI authority on day to day basis

3.3 NETWORK MANAGEMENT

- 3.3.1 Management / Administration and Control of the Network.
- 3.3.2 Understanding bottlenecks & providing solutions.
- 3.3.3 Vendor Management with ISP for Link related issues.
- 3.3.4 Network troubleshooting / Configuration.
- 3.3.5 Provide LAN/WAN availability as per defined service levels.
- 3.3.6 Vendor Management and Comprehensive maintenance of the existing Active Components of the Network

3.4 ANTIVIRUS MANAGEMENT

- 3.4.1 Scheduled virus check.
- 3.4.2 Regular virus software update.

3.5 OTHER SERVICE MANAGEMENT

- 3.5.1 Install / Re-install any type of driver/application/ Operating System software
- 3.5.2 Comprehensive Maintenance of the existing UPS/Printer/Scanner/LCD Projector/Interactive Board /VC unit/network / network components Other computer related accessories etc. not under the scope of warranty
- 3.5.3 For UPS/Printer/Scanner/LCD Projector/Interactive Board /VC Unit/ network/ network components Other computer related accessories etc. which are under warranty relevant call log in with respective OEM service providers and necessary follow ups with them for getting the job done or escalating the status with ATI authority on day to day basis
- 3.5.4 The equipments whose warranty expires during the AMC period will automatically be covered under comprehensive maintenance for the residual period.
- 3.5.5 Backup/Restore maintenance (Bidder should produce backup maintenance plan at the time of submission of Bid.

3.6 REPORT

- 3.6.1 Monthly reports for Assets maintained and their relevant performance log
- 3.6.2 Quarterly performance reports of the deployed engineer
- 3.6.3 Half yearly complete reports on all activities against the contract
- 3.6.4 Annual Reports
- 3.6.5 Movement Register
- 3.6.6 Do necessary miscellaneous IT related office service job

3.7 SERVICE WINDOW

- 3.7.1 Besides posting a residential service engineer at ATI Campus, Bidder must also maintain a specific service email id & hot-spot telephone no. at its own office in Kolkata.**
- 3.7.2 Along with the bid they must also provide with proper escalation matrix as well as leave substitute engineer in case the Residential Service Engineer is absent on working days.

- 3.7.3 Timings: - **10:00a.m to 6:00p.m** [Monday to Friday] (Saturday, Sunday and Public Holidays will be included if there are any activities from ATI on those days).
- 3.7.4 Service Engineer is responsible for giving support of Trainee & Trainer's Laptop or any other IT equipments.
- 3.7.5 If ATI is not satisfied with the service of the service Engineer, MSP must change the service engineer as per ATI's requirement.

4. SCHEDULE OF DATES :

- (a) Date and time of issue of tender documents – **From 24/07/15 to 07/08/15, from 11.00 a.m. to 3.00 p.m.** (excluding government holidays).
- (b) Inspection of material assets, covered under the given scope of work – **24/07/15 to 07/08/15** (excluding government holidays) **from 11.00 a.m. to 3.00 p.m.** ; Contact Person: Ms. Aparna Das, APO (IT), ATI, WB.
- (c) Last date and time of receiving tender document – **10/08/2015 upto 02.00 p.m.**;
- (d) Date and time of opening of technical bid – **10/08/2015 at 03.00 p.m.**;
- (e) Date and time of opening Financial Bid - **14/08/2015 at 03.00 p.m.**;
- (f) Place of opening of tender : At the Official Chamber of Deputy Director (Administration), ATI;
- (g) Validity of tender : 90 (ninety) days;

5. PREQUALIFICATION CRITERION:

- i) Average Annual financial turnover during the last 3 years, ending 31/03/2015, should be at least ` 30,000/-
- ii) Experiences of having successfully completed similar works during the last 7 years ending on 31/03/2015, should be either of the following:-
- a. Three similar completed works costing not less than the amount equal to Rs. 40,000/-
- OR**
- b. Two similar completed works costing not less than the amount equal to Rs. 50,000/-
- OR**
- c. One similar completed work costing not less than the amount equal to Rs. 80,000/-
6. Tender documents must be submitted **up to 03.00 p.m. on 10/08/2015**, in the Tender Box kept in the office (Ground Floor) of Administrative Training Institute, Government of West Bengal, FC-Block, Sector-III, Salt Lake, Kolkata – 700106.

After expiry of the scheduled date & time, no tender will be accepted in any circumstances.

7. The tenderer reserves the right to amend or withdraw any of the terms and conditions contained in the tender documents or to accept or reject any or all the tenders without assigning any reason whatsoever and also to split up the tendered work to more than one bidder in the interest of scheme execution. The decision of the ACS & DG of the Institute in this regard shall be final and binding on all.

8. **GENERAL TERMS & CONDITIONS :**

The bids are invited in two parts as under:

- i) **Technical bid/Qualification bid;**
- ii) **Financial bid.**

THE TENDERERS ARE ADVISED TO SUBMIT BIDS AS GIVEN BELOW:

- (a) **Envelop-1 : Superscribe " Technical Bid for Facilitation Management Services (FMS) & Annual Maintenance Contract (AMC) of IT Infrastructural Setup for the Administrative Training Institute (ATI)" and should contain the following documents :**
 - (i) **EMD amount Rs. 2500/-** as draft/Banker's Cheque from any Bank and drawn in favour of **Administrative Training Institute, West Bengal**. In case if the EMD amount is found to be of lesser value then the bid offer will be rejected and the given EMD amount will be forfeited. For bidders who do not qualify, EMD amount will be refunded within 45 days. For successful bidder, EMD will be retained till Security Deposit (**Annexure - A**) is submitted within 7 days of receipt of Letter of Acceptance (LOA). Bids without EMD or with insufficient EMD will be summarily rejected. No exemption of the EMD submission is allowed.
 - (ii) **Covering Letter** as per the given format **Annexure - B** to be accompanied on letter head of the bidder duly signed and stamped at the appropriate place with the appropriate signing authority
 - (iii) **Authorisation** - Representative of the Bidder who is authorized to sign the bid document must submit letter of authority as per **Annexure - C**. In absence of the same in original, the bid will be rejected.
 - (iv) **Eligibility Criteria** - Attested photo copy of the documents as mentioned in **Annexure -D** need to be submitted along with the bid document
 - (v) **Copies of Trade License, Service Tax, Sales Tax, Professional Tax, PAN** registrations need to be provided along with the technical bid. All the relevant documents need to be attested.
 - (vi) **The bid offer has to be kept valid for a period of 90 days from the date of tender opening**
- (b) **Envelop-2 :** Superscribe "**Financial Bid for Facilitation Management Services (FMS) & Annual Maintenance Contract (AMC) of IT Infrastructural Setup for the Administrative Training Institute (ATI)**" and should contain the following documents;
 - i. **Covering Letter** as per the given format **Annexure - E** to be accompanied on letter head of the bidder duly signed and stamped at the appropriate place with the appropriate signing authority

- ii. **Price Bid** – Need to be filled up as per the given format **Annexure – F. The price should be quoted in figure as well as in words.**
- (c) **Envelop-3** : Envelopes 1 & 2 should separately be sealed or closed and put in the 3rd Envelope which is to be sealed and addressed to Deputy Director (Administration), ATI, Government of West Bengal, FC-Block, Sector-III, Salt Lake, Kolkata – 700106.
- (d) All the annexure in tender form should be legible and filled in clearly. No overwriting is permitted in the financial bid and any correction should be corrected by the authorized signatory.
- (e) **Price(s) quoted** in financial bid must be inclusive of all taxes and charges. No additional amount shall be paid over and above the price accepted
- (f) **Offers received** after due date and time will be rejected. ATI will in no way responsible for late delivery or non-delivery of offer papers due to postal delay
- (g) Conditional bid shall not be considered and stands rejected.
- (h) Envelopes will be opened at scheduled time and date in the presence of the authorised representatives of the bidders who wish to be present.
- (i) In case of any breach of contract, ATI authority may also proceed to get the work completed by any other means including through other agencies. The excess expenditure, if any, due to such a step would be recoverable from the unpaid bills/security deposit of the bidder. This is without prejudice to any other measure the ATI authority may take, including black listing of the contractor and/or forfeiture of earnest money.

9. CRITERIA FOR EVALUATION OF TENDER :

The Technical Bid will be opened first and will be evaluated by a Committee constituted by the Institute, which shall look into the Technical competence and other conditions of the Offer. The Bidder may be called for a Technical discussion to evaluate their competence. At the second stage, Financial Bid of only technically acceptable and offers complying with offer conditions will be opened, for further evaluation. Representative of the bidder may remain present – on both the occasion.

Technical bids will be evaluated by the Tender Committee on the basis of the following as given in **Evaluation Criteria at Annexure H.**

	Marks
a) Experience in Desktop Management Service	15
b) Experience in Server Management Service	15
c) Experience in Network Management Service	15
d) Experience in Other Service Management	15
e) Provision for Service Window Support	40
	<hr/> Total-100

Bidders who satisfy the following conditions will qualify for consideration and processing of their Financial Bids:

- (i) The total score of the items a) to e) above should be equal or more than 75 %.

- (ii) The score for each of the items a) to e) should be equal or more than 50 %.

10. EVALUATION OF FINANCIAL BID :

Lowest financial bid amongst technically qualified bidders will be accepted. In case of “tie”, the decision of the tenderer would be final and binding.

11. AWARD OF CONTRACT :

- (i) The bidder, whose bid has been accepted, will be informed by ATI through “Letter of Acceptance” (LOA). **The successful bidder** will have to enter into an agreement with ATI as per **Annexure - G**.
- (ii) **Performance Security Deposit @ 10%** of the Tender value of the contract, through Demand Draft in favour of ‘Administrative Training Institute, West Bengal’ payable at Kolkata will have to be submitted within 7 days on receipt of LOA by the successful bidder to ensure due performance of the contract. The security deposit can be forfeited wholly or partially by the order of ACS & DG in the event of any breach or negligence or non-observation of the conditions of contract or unsatisfactory performance or non-performance.
- (iii) Final Work-Order will be issued only after submission of security deposit and on execution of the agreement. The EMD will be released within 15 days from the date of receipt of the security deposit.
- (iv) **The term of AMC** will be initially for one year. The term may be extended upto a maximum period of two more years on mutual agreement between the successful Agency and ATI regarding value and other terms & conditions of AMC and also on the successful performance of the accepted bidder. In case of a bid validity extension request being given by ATI, it is upto the bidder to accept the same or not. However the bidder will have no right to change its price bid in case a bid validity extension offer has been accepted by them.

12. TERMS OF PAYMENT :

No advance payment in any case will be made. The payment will be made on quarterly basis. Invoice may be raised after completion of each quarter with relevant monthly maintenance check up reports /attendance/ service reports & Reports Generated by System Health Check up Software during the quarter as approved & accepted by the authority. Income tax, Service Tax etc. will be deducted as per Govt. rules.

13. ARBITRATION :

In case of any dispute of differences, breach and violation relating to the terms of the agreement, the said dispute of difference shall be referred to the sole arbitration of Additional Chief Secretary & Director General, ATI or any other person appointed by him for the purpose. The award of the sole arbitrator shall be final and binding on both the parties. The adjudication of such arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata only. The legal proceedings, if any, arising out of the contract, shall have to be lodged in the appropriate Court or Legal Forum at Kolkata and not elsewhere.

14. PRICE ESCALATION:

The tenderer shall inspect the material assets, covered under the given scope of work, before submission of tender. It will be presumed that the bidders have offered their price after review of the entire position and knowing fully about the assets, to be covered under AMC, which may increase due to expiration of warranty of computers and peripherals, or new purchase, during the period under contract. Accordingly, no escalation in price shall be allowed, after placement of the work order to the selected bidder, on the plea of increase in volume of assets or other.

15. FORCE MAJEURE :

At any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as 'events') provided the notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, then neither party shall, by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Institute as to whether the work have seen so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

Sd/-
Deputy Director (Administration),
ATI, WB

ANNEXURE - A**SECURITY DEPOSIT**

Security-Deposit is 10% of quoted value; it will be released within 20 days after 12 months (end of the agreement period) on basis of completion certificate from ATI administrations.

MODE OF PAYMENT:

- Draft payable at Kolkata
- Banker's Cheque

Cheque /Draft in Favour of **“Administrative Training Institute, West Bengal”**

ANNEXURE – B**COVERING LETTER FOR TECHNICAL BID**

Tender Ref No:

**To,
The Deputy Director (Administration)
Administrative Training Institute
Govt. of West Bengal,
Sector-III, FC Block,
Salt Lake,
Kolkata-700106**

Subject: Facilitation Management Services & Annual Maintenance Contract of IT Infrastructural Setup for the Administrative Training Institute (ATI), Govt. of West Bengal, Sector-III, FC Block, Salt Lake, Kolkata-700106.

Dear Sir,

With respect to the above mentioned subject please find our bid offer. We do accept all the terms and conditions of the tender document. As a token of our acceptance we have annexed the tender document duly signed and stamped on all pages.

Annexed along all the following relevant documents in relation to our eligibility criteria along with copy PAN / VAT/ CST / Service Tax etc.

- i)
- ii)
- iii)
- iv)
- v)
- vi)

If at any point of time if we deviate from the tender terms and conditions, ATI has the right to forfeit our EMD without giving any clarification to us.

Thanking you,

Sincerely,

(Seal & Signature of the bidder)

ANNEXURE - C

AUTHORISATION

Date:

**To,
The Deputy Director (Administration)
Administrative Training Institute
Govt. of West Bengal,
Sector-III, FC Block,
Salt Lake ,
Kolkata-700106**

Subject: Name / Scope of Work - Facilitation Management Services & Annual Maintenance Contract of IT Infrastructural Setup for the Administrative Training Institute (ATI), Govt. of West Bengal, Sector-III, FC Block, Salt Lake, Kolkata-700106.

Dear Sir,

We hereby authorize _____ designation _____, to represent our company and sign the bid document, submit necessary documents, conduct negotiations etc. with respect to the subject mentioned tender.

All the declarations given by him / her will be binding on the company.

The signature of _____ is attested here below.

Thanking you,

Your sincerely,

For **{Company Name}**
Director / Constituted Attorney

(Signature of Authorized Person)

(Attested By)

ANNEXURE – D**ELIGIBILITY CRITERIA DETAILS**

1. The bidder must not have been blacklisted by any Government Department/Autonomous Body or PSU Bodies under the Central/ State Govt. at any time. A declaration to that effect has to be submitted. If any false certificate is produced, the bid submitted will be cancelled and EMD will be forfeited;
2. **Must have experience of providing FMS service by providing residential engineer in reputed educational institute /govt. organization /public sectors undertakings in the last seven years. Attested photocopy of successful & satisfactory service delivery from respective clients need to be provided.**
3. Average Annual financial turnover during the last 3 years, ending 31/03/2015, should be at least Rs 30000/-
4. Experiences of having successfully completed similar works during the last 7 years ending on 31/03/2015, should be either of the following:-
 - a. Three similar completed works costing not less than the amount equal to Rs. 40,000/-

Or
 - b. Two similar completed works costing not less than the amount equal to Rs. 50,000/-

Or
 - c. One similar completed work costing not less than the amount equal to Rs. 80,000/-
5. Bidder must have registered service setup in Kolkata.
6. Bidder must have sufficient Hardware, Software and Networking Support engineer. Strength and Structure of the Kolkata support centre need to be provided along with bid offer.
7. Bidder must provide experienced residential engineer having the following minimum criteria: Hardware support, Network Solution, Software Installation & Support. Attested photo copy of Bio-Data of residential engineer along with attested copy of certificate need to be annexed along with the bid.

ANNEXURE – E

COVERING LETTER FOR FINANCIAL BID

Date:

To,
The Deputy Director (Administration)
Administrative Training Institute
Govt. of West Bengal,
Sector-III, FC Block,
Salt Lake ,
Kolkata-700106

Subject : Financial Bid: Name / Scope of Work - Facilitation Management Services & Annual Maintenance Contract of IT Infrastructural Setup for the Administrative Training Institute (ATI), Govt. of West Bengal, Sector-III, FC Block, Salt Lake , Kolkata-700106.

Dear Sir,

With respect to the above mentioned subject please find our price bid offer. Our Price Bid is kept valid for a period of 90 days from the date of bid opening. We do accept all the terms and conditions of the tender document.

If at any point of time if we deviate from the tender terms and conditions, ATI has the right to forfeit our Security Deposit without giving any clarification to us.

Thanking you,

Sincerely,

(Seal & Signature of the bidder)

ANNEXURE - F

PRICE BID FORMAT

SL	ITEM DESCRIPTION	RATE PER YEAR (INCLUSIVE OF ALL TAXES) IN INR
1.	Desktop PC	
2.	Server	
3.	DeskJet Printer	
4.	Laser Printer	
5.	Dot Matrix Printer	
6.	UPS	
7.	Networking Components with VC unit	
8.	Laptops	
9.	LCD Projector	
10.	Interactive Board	
Total		

LIST OF COMPUTERS WITH ACCESSORIES AND NETWORK COMPONENTS OF ATI

SL. NO.	Item Description	Total Qty	In AMC (till date)	In Warranty	In Spare
1.	Desktop PC	183	87	96	
2.	Server	2	2		
3.	DeskJet Printer	15	11	4	
4.	Laser Printer	19	11	8	
5.	Laser Printer All in one	2		2	
6.	Dot Matrix Printer	1	1		
7.	Scanner	8	7	1	
8.	Frontech e cam 2232 (Camera)	1	1		
9.	Laptops	12	10	2	
10.	VC Unit	2	2		
11.	VC Router	1	1		
12.	Multimedia Projector	16	7	9	
13.	Interactive Board	5	5		

*Consumable items -Ink Cartridge of Deskjet Printer, toner of Laserjet Printer, Lamp of Scanner and Lamp of LCD Projector is not included in AMC.

Active Networking Components		
Switch specification (Unmanaged Switch)	Quantity	Room
8 Port	1	AP(AS) Room
8 Port	1	Room of ADG
16 Port	1	Centre for excellence (Annexe Building Ground Floor)
16 Port	1	Server Room
24 Port	1	Annexe Building Top Floor
24 Port	1	Reception
16 Port	1	New Hostel
16 Port	1	DD(Admin) Room
8 Port	1	JD(A/C) Room
Wireless Router	3	Library and New Hostel

* Terms & Conditions / Suggestions / Special Offer / Remarks: (if any to be mentioned by the bidder)

ANNEXURE – G**SERVICE LEVEL AGREEMENT (SLA)****SERVICE LEVEL AGREEMENT**

This Agreement is signed on the _____(date) by and between: Administrative Training Institute (ATI) ,Govt. of West Bengal having its Administrative office and training campus at Sector-III, FC Block, Salt Lake , Kolkata-700106 (hereinafter referred to as “**ATI**”, which expression shall, unless repugnant to the context or meaning thereof, include the successors and assigns) of the **One Part**

AND

M/s._____ (**accepted Bidder**) having its registered office at _____, hereinafter referred to as managed service provider **MSP** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, executors, administrators and legal representatives and permitted assigns) of the **Other Part**; **WHEREAS ATI** is appointing the contractor M/s. _____ For providing Facilitation Management Services & Annual Maintainence Contract of IT Infrastructural Setup at the campus of the Administrative Training Institute (ATI), Govt. Of West Bengal, located at Sector-III, FC Block, Salt Lake , Kolkata-700106 vide LoA issued (Ref : _____ Date: _____) against Tender Ref : Memo No. _____ Dated _____

AND WHEREAS ATI and the MSP have negotiated an agreement in regard to above and wish to record the same in writing.

1) NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement, unless the context otherwise admits, Services shall mean:

- a) Comprehensive Maintenance (involving supply/ services) of all IT infra structural component including PC / Laptop / Printer / Server / UPS / Active Networking Components which are not covered under any third party maintenance.
- b) Facilitating & monitoring for service of IT Infrastructural products that are under third part warranty scope
- c) Facilitating all forms of services for smooth operations related to IT Devices / Applications

2) RESPONSIBILITIES OF ATI:

- a) Providing details of all IT Infrastructural asset pertaining to Hardware / Software / Networking Devices or any IT Application
- b) Financial consideration: ATI shall pay the MSP a consideration as per the guidelines mentioned in the tender document

3) OBLIGATIONS OF THE MSP:**Service force obligation:**

The MSP shall bear all costs and expenses to meet his obligations under this agreement, including but not limited to recurring expenses and overheads and shall maintain at the place of operation with well qualified, competent and adequately trained manpower for the maintenance and service .

The MSP shall maintain a record of all activities undertaken at the locations in a register / service forms that can be produced on demand. The MSP is also bounded by the relevant terms and conditions as mentioned in the tender document.

Communication and service agreement:

The MSP shall communicate to ATI the faults and the action taken thereof, as well as communicate with respect to maintenance activities which would be undertaken without disruption in services provided to ATI. The MSP shall not have any authority to accept any instruction or communicate directly with third party associated with ATI in any form, and all such communications would be routed through proper channel by ATI. The MSP shall not bind ATI or otherwise make any commitment on behalf of ATI for the services or products. The MSP shall not incur any liability on behalf of ATI.

Reporting:

The MSP shall furnish to ATI periodical reports regularly, fully completed, as per the registers maintained at ATI or in such form as may be altered or additionally introduced by ATI from time to time. These reports should be sent electronically to email addresses notified by ATI from time to time.

Statutory compliance:

The MSP shall be responsible for payment of remuneration and other sums including all statutory dues and contributions due to or for the benefit of the persons engaged by the MSP for undertaking the work and the obligations assumed by the MSP in terms of this agreement. Such persons engaged shall at all times be the employee of the MSP and they shall at no time be entitled to claim an employment or any other rights related thereto. The MSP shall be solely responsible for all costs and expenses incurred in this regard for provision of support services from their end.

4) TERM AND TERMINATION:

- a) This agreement shall come into force from the date of signing or issue of the Letter of Authority (LoA) whichever is earlier
- b) The term of AMC will be initially for one year. The term may be extended upto a maximum period of two more years on mutual agreement between the MSP and ATI regarding value and other terms & conditions of AMC and also on the successful performance of the MSP. In case of a bid validity extension request being given by ATI, it is upto the MSP to accept the same or not. However the MSP will have no right to change its price bid in case a bid validity extension offer has been accepted by them. In case of dis-satisfactory services by the MSP, ATI has the right to terminate the MSP outrightly as the provider of services and all contractual obligations between both the parties will come to an end.
- c) This agreement may be terminated by ATI at any time without prejudice to its other rights and claims in the following events:-
 - i) **Upon** the liquidation or winding up of the MSP (Whether voluntary or compulsory) or change of controlling interest in the Company from the existing shareholders, if the MSP is a Company or on the appointment of a receiver of any of the MSP assets.
 - ii) If the MSP's fails to perform or if the MSP does not meet the obligations on his part in terms of performance in a repetitive manner as to the maintenance of the network, and such instances of non-performance has been informed to him by ATI.
 - iii) If the MSP commits any act detrimental to the interest of ATI within the ATI premises.

This agreement may be terminated by either party at any time by giving one months' prior notice in writing to the other without the need to assign any reasons for the termination. Such termination shall be effective on the expiry of the notice period.

5) EFFECT OF TERMINATION:

Upon the termination of the agreement for any reason whatsoever the MSP shall cease to represent ATI and shall return all materials and documents of ATI in his possession to ATI. The MSP shall not claim any lien or rights in regard to the END USER introduced by him. The termination shall not affect the accrued rights and obligation of the respective parties.

6) OWNERSHIP COPYRIGHTS:

The MSP will not copy the information, data, development materials and the delivery material without ATI'S prior written approval. MSP will not translate, modify, adapt, de-compile, disassemble reverse-engineer the information, data, development material and the delivery material except as specifically agreed to by ATI. Any deviation shall attract penal provision as per law prescribed.

7) CONFIDENTIALITY AND PREVENTION OF UNAUTHORISED USE:

The MSP shall keep all information and details disclosed to the MSP in the course of the implementation of this agreement except as may be required for the purpose of the business. The MSP will cause all such employees and persons appointed by the MSP to execute appropriate confidentiality agreements to protect the rights of ATI and its end user. At ATI's request MSP will provide ATI with copies of all confidential agreements.

The MSP acknowledges that any unauthorised use or disclosure of the products or any other items of information, data and the delivery material or any other matter given to the MSP may cause irreparable damage to ATI. MSP accepts full responsibility to prevent any such unauthorised use or disclosure. The MSP shall promptly notify ATI of any unauthorised use and take at his expense all steps that are necessary to recover the product or information and to prevent its subsequent unauthorised use or dissemination including availing itself of action seizure and injunctive relief. If the MSP fails to take these steps in timely and adequate manner,

ATI may take them on its own and at MSP'S expense. The rights of ATI and obligations of the MSP herein are without prejudice to their other respective rights and obligations.

Except as otherwise specified in this Agreement, ATI and MSP each expressly undertake to retain in confidence all information transmitted to it by the other party pursuant to this Agreement that the disclosing party identifies as being confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential (the "**Confidential Information**"), and will make no use of such Confidential Information except under the terms and during the existence of this Agreement. Information disclosed by ATI in any form, regarding business affairs, technical concepts and documentation, pre-release products, access numbers and passwords provided to MSP shall be ATI's Confidential Information.

Confidential Information Upon Termination. Upon termination of this AGREEMENT, the Receiving Party shall return to the Disclosing Party all tangible materials and copies thereof and permanently delete from its computer systems or media, the digital form or software or computer-readable files containing Confidential Information received from the Disclosing Party. This Article shall survive two years from the date of the termination or expiration of this Agreement.

8) MSP'S REPRESENTATIONS AND WARRANTIES

The MSP represents, warrants and undertakes that

- a) The MSP possesses the skills and resources required to carry out the obligations assumed by him under this agreement.
- b) MSP is free to and possess full power and authority to enter into and perform this agreement and be bound by the obligations contained therein.
- c) The MSP shall not assign, charge, sub- license, sub-contract or in any way encumber or transfer the obligations assumed on his part without the written consent of ATI.

9) INDEMNITY AND ENFORCEMENT OF RIGHTS

The MSP shall indemnify ATI and keep ATI at all times fully indemnified from and against all actions, proceedings, claims, demands, cost, wastes, and damages however arising, directly or in directly, as a result of any breach or non performance by the MSP of any undertaking, representations or obligations under the agreement.

The MSP acknowledges that loss etc arising out of the non-performance of obligations by the MSP or breach of any of the terms of this agreement cannot be reasonably compensated in monetary terms and the MSP accordingly agrees that ATI shall be entitled to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach by MSP of the express provisions of this agreement or purpose fundamental (though not expressed) to signing this agreement.

10) LIMITATION OF LIABILITY:

Under no circumstances will ATI, its affiliates, employees, representatives or any other person acting on behalf of ATI be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, whatsoever, including but not limited to claims for loss of data, goodwill, use of money or use of the services, interruption in use or availability of data, stoppage of other work or impairment of other assets and ATI doesnot also warrant any minimum business in the territory.

11) MISCELLANEOUS:

The MSP and ATI are independent parties. Nothing in this agreement will be construed to make either party an employee, franchisee, joint venture or legal representative of the other party. Except as otherwise provided in this agreement, neither party will have nor represent itself to have any authority to bind the other party or act on its behalf. This agreement shall not in any manner create an employer - employee relationship between ATI and the MSP or between ATI and any of the employees or representatives of the MSP.

12) FORCE MAJEURE:

Neither party shall be responsible to the other party for any delay in the performance or non performance of any obligation due to causes which are beyond his reasonable control but such a party affected by the force majeure with details and shall take all reasonable action within his power to rectify the position.

Any Notice, approval or other communication required or permitted under this agreement will be given in the English Language and will be sent in writing by telefax, E-mail, Courier, postage prepaid, to the address given below or to any other address that may be designated by prior notice.

The parties agree that except where expressly permitted or otherwise required for effective conduct of business, they shall deal with the other only through the designated officers/representatives.

ATI may assign this agreement to any of its rights or obligations, upon notice to MSP (i) to a related company or (ii) to an unrelated company pursuant to a sale, merger or consolidation of ATI or any of its operating divisions. The MSP consents in advance to any such assignment, subcontract or other transfer. The MSP acknowledges that the provisions of this agreement are intended to incur to the benefit of ATI'S affiliated companies and its or their licensors as third party beneficiaries hereof that such legal entities accept their third party beneficiary rights and that such rights will be deemed irrevocable.

Entire Agreement. This AGREEMENT sets forth the entire understanding and supersedes all prior and contemporaneous agreements between the Parties relating to the subject matter contained herein and merges prior and contemporaneous discussions between them. Neither Party shall be bound by any definition, condition, representation, warranty; covenant or provision other than as expressly stated in or contemplated by this agreement or as subsequently shall be set forth in writing and executed by an authorised representative of the Party to be bound. Except as otherwise provided above, any waiver, amendment or other modification of this agreement will not be effective unless in writing and signed by the party against whom the enforcement is sought.

If any portion of this agreement is unenforceable in whole or in part, such holding will not affect the validity of the remaining enforceable portion of the provision or any other provisions of this agreement, but the parties will endeavour in good faith to substitute for such an unforeseeable provision a lawful provision that most closely approximates its purpose (unless the unenforceable provision is essential to the agreement, in which case this agreement may be terminated by either party, effective immediately upon notice to the other).

The terms that are used in this agreement may be used in singular or plural, as the context requires. "Year" means calendar year, unless otherwise specified. "Quarter" shall mean three months of a calendar year, unless otherwise specified. "Days" means calendar days, unless otherwise specified. "Person" means an individual, partnership, company, corporation or other legal entity, as the context requires. "Agreement" means this agreement and all of its exhibits.

Headings are intended for reference purposes only. This agreement will be interpreted and performed in English Language only.

The MSP undertakes to do any and all acts and execute any and all documents in such manner and in such location as may be required by ATI in its sole discretion to protect, prevent or enforce any of the rights granted or confirmed to ATI pursuant to this agreement.

13) HEADINGS:

The section headings/titles in this Agreement are provided for reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

14) ARBITRATION:

Any question, dispute or differences arising out of or in connection with this agreement or breach, termination or validity hereof as well as in regard to interpretation or construction of the terms of the agreement, shall be first endeavoured to be settled through discussion or negotiations in good-faith between the parties.

If the dispute cannot be amicably settled either party, as soon as practicable, may give to the other party notice in writing of existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration conducted in Kolkata in accordance with the Arbitration and Conciliation Act, 1996, any modifications or reenactment's thereto and relevant laws and regulations in force at that time in India.

Nothing in this section will prevent ATI from seeking interim injunctive relief against MSP or filing an action against MSP to collect unpaid and past due amounts in the courts having jurisdiction over the other party.

15) GOVERNMENT REGULATIONS:

At all times during the term of this agreement, the parties hereto agree to comply and remain compliance with all applicable laws, rules and regulations relating to or affecting the performance of each of their obligations hereunder and shall secure and maintain in full force and effect all licenses, permits and required or authorisations from all concerned Government

agencies to the extent the same are necessary for the performance of their respective obligations.

16) JURISDICTION:

This agreement has been executed and delivered in Kolkata and its Interpretations, validity and performance shall be construed and enforced in accordance with the laws of India, and subject to Arbitration Clause shall be subject to the jurisdiction of appropriate Court at Kolkata.

17) COMPUTER AND ACCESSORIES LIST :

A list showing the details of computers and accessories under AMC is furnished at Annexure-I. During the AMC period if there is any change in the list, a supplementary/modified list would be prepared, to be signed by both the parties in contract. During the termination of AMC period physical verification of all the computers and accessories will be carried out, jointly by both the parties to check the status of the equipments vis-a-vis the list prepared and modified from time to time, if applicable. In case of any loss/damage the ATI authority reserves the right to recover the cost of the same from the security deposit held at this office.

18) ENTIRE AGREEMENT:

This agreement supersedes all writings or understandings between the parties which are contrary to or in consistent with the terms of this agreement.

IN WITNESS WHEREOF, ATI AND MSP CAUSE THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES IDENTIFIED BELOW:

("ATI")

MSP

By authorized signatory:

By authorized signatory:

Dated:

Dated:

WITNESSES

- 1.
- 2.
- 3.
- 4.

ANNEXURE – H**TECHNICAL EVALUATION PROCESS SHEET****Company Name:-****Tender Code:-****Parameter for Evaluation Criteria of Experience in Desktop Management Service (Total Marks 15)**

Parameters	Full Marks
Support flow Chart	2
Number of Service Engineer	1
Type of Desktop (Assemble & Branded)	2
Authorization from Manufacturers for Desktop Service	1
ISO for Service Support	2
No of desktop under Government Client in WB	1
No desktop of Private/Public Client in WB	1
Service methodology	2
Scope of Service	3

Parameter for Evaluation Criteria of Experience in Server Management Service (Total Marks 15)

Parameters	Full Marks
Support flow Chart	1
Web base client programme support	1
SQL / Exchange /Windows Server and Server side application	3
Authorization from Manufacturers for Server	1
Server Configuration and Backup /restore	2
No of Server under Government Client in WB	1
No Server of Private/Public Client in WB	1
Service methodology	2
Scope of Service	3

Parameter for Evaluation Criteria of Experience in Network Management Service (Total Marks 15)

Parameters	Full Marks
Network Support Diagram	1
Network Monitoring process	2
Using tools and process for load balancing	2
Authorization from Manufacturers for network hardware equipments	1
Trouble shooting process	2
No of Government Client in WB with size	1
No of Private/Public Client in WB with size	1
Support methodology	2
Scope of Service	3

Parameter for Evaluation Criteria of Experience in Other Management Service (Total Marks 15)

Parameters	Full Marks
Network Service Diagram	3
Monitoring Process for other service	1
Process for OEM Service Control	1
Backup Restore	1
Support methodology	4
Scope of Service	5

Parameter for Evaluation Criteria of Experience in Other Management Service (Total Marks 15)

Parameters	Full Marks
FMS Support	3
Firewall and security	1
Power Management	1
Report and feedback	1
Validity checkup	4
Scope of Service	5

Parameter for Evaluation Criteria of Experience in Service Window Management (Total Marks 15)

Parameters	Full Marks
Scope of Service	15
Service plan and Diagram/Flowchart	5
Power Management	2
Report and feedback	10
Validity/Warranty check-up	3
Stock register and movement register maintain	5

Pass for visiting Computers with Accessories and Network Components of ATI

Name of the Company : _____

Address : _____

Phone : _____ Fax : _____

No. of persons willing to visit : ____ (not more than Two)

Following persons will visit ATI

Name of the person 1. _____

2. _____

Authorization Signature & Date

For ATI use only _____

Visiting Date : _____ Time : _____

Approved by :

SL No. : _____

Memo No.: 341/1(10)/DD (A)/ATI/I-9/2008

Date: 16/07/2015

Copy for information with a request to display this notice on the Office Notice Board is forwarded to

1. The District Magistrate, 24 Paraganas (North), Barasat.
2. The District Magistrate, 24 Paraganas (South), Alipore.
3. The Executive Engineer, PWD(Civil), Bidhannagar West Division, Purta Bhawan, Salt Lake.
4. The Executive Engineer, PWD(Electrical), Bidhannagar Electrical Division, Purta Bhawan, Salt Lake.
5. The SDO, Bidhannagar.
6. APO (IT) with a request to take measures for inspection of the IT infrastructure at ATI as mentioned in the NIT.
7. Shri Souti Ghosh, SSP, ATI with a request to kindly upload the tender documents in the ATI Website.
8. The Head Clerk. ATI with a request to display this NIT on the Notice Board of ATI, West Bengal.
9. The Stores-in-Charge of ATI, WB to take measures for the smooth completion of the NIT process.
10. The Cashier, ATI, WB with a request to issue money receipts and sell the tender documents as mentioned in the NIT.

Sd/-
**Deputy Director (Administration),
ATI, WB**
