



## WEST BENGAL HIGHWAY DEVELOPMENT CORPORATION LIMITED

(A Wholly Owned Company of Govt. of West Bengal)

An ISO 9001, 14001 and 18001 Certified Company

HRBC Bhawan, 4<sup>th</sup> & 5<sup>th</sup> Floor, Munshi Premchand Sarani, Kolkata 700021

Tel.: (033) 2262 5267, Tele Fax: (033) 2262 5266, Email: info@wbhdcl.gov.in

Corporate Identity Number U45203WB2012SGC180687

[www.wbhdcl.gov.in](http://www.wbhdcl.gov.in)

### NIQ

**Memo No. 149 /WBHDCL**

**Date: 15-02-2017**

#### About Us:

West Bengal Highway Development Corporation Limited (A Wholly Owned Company of Govt. of West Bengal) was incorporated in April 2012 under Companies Act 1956 as a wholly owned company of the Government of West Bengal under Public Works Department. West Bengal Highway Development Corporation Limited has its registered office at Kolkata, West Bengal. It has an authorized capital of Rs. 2000 Crs (Rupees Two thousand crores only) and paid-up capital of Rs. 818 Crs (Rupees Eight Hundred and Eighteen crores only) divided into 81,80,000 equity shares of Rs. 1000.00 each. Being a Government company, all the shares are held by the Government of West Bengal.

The Corporation acts as a nodal organization for development, up-gradation and maintenance of State Highways as part of this core network. The present Government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of State Highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for a certain period of time.

#### Mission:

- To promote core road network primarily comprising of state highways in state of West Bengal by taking up Road Works, Bridges, under-pass , ROBs etc., and to improve road network by taking up construction, widening / strengthening and improvement/up-gradation of state highways and bridges and to implement long term maintenance regime for state highways and bridges.
- To develop, upgrade and maintain important roads connecting State Highways and those roads handed over to corporation by Government from time to time.
- To promote and encourage Private Sector Participation in Highway Sector at state level by acting as a nodal organization of the state in creating an enabling environment to attract private capital in highway sector .
- To construct, reconstruct, erect, build remodel, repair, reclaim, demolish, develop, improve, operate and maintain the roads, bridges, culverts, embankment, sideways, subways, flyovers, tunnels, railroads, multi - modal transport systems and infrastructure, models and complexes for improvement of state highway network of West Bengal .
- To identify potential schemes for implementation under PPP (i.e. BOT, BOT-Annuity or any other evolving modes of PPP) consistent with policy of the Government of India and Government of West Bengal and to appoint any Consultant in Government or Private sector in order to collect data and information, to carry out detail survey and investigation in order to prepare feasibility report and detailed estimate of project as well as assess and report economic and financial viability of the project in PPP mode.
- To act as the nodal Bidder of the State Government for executing roads and allied infrastructure projects or for objects as envisaged in above clause under public - private or joint venture basis through selection of concessionaire in a transparent manner for construction, operation and maintenance of specified highways and bridges in PPP mode.

- To act as nodal organization on behalf of state of West Bengal to prepare Feasibility, DPR and other reports for procuring Loans/Aids from External Funding Agencies like ADB , World Bank , JBIC etc. and act as Executing Bidder for such Externally Aided Projects (EAP) on behalf of State of West Bengal .
- To prepare Road Information System and Road Management System in IT enabled and GIS Platform and develop strategic plans for the state road sector for identification, prioritization and selection of projects based upon economic, social, technical, commercial and environmental parameters.
- To Act as Bidder in connection with infrastructure projects in India or abroad.
- To follow competitive and transparent bidding procedures in procurement of Consultancy Services, Civil works Contract and selection of Concessionaire for PPP Project.

**Vision:**

The present government of West Bengal contemplated for creation of a Special Purpose Vehicle (SPV) to upgrade and maintain core road network in the district comprising of state highways and adopt Public Private Partnership as an instrument of delivery of better roads where private / public operator shall be allowed to levy user charge or toll for certain period of time.

**Purpose of Tender:**

West Bengal Highway Development Corporation Limited, (A Wholly owned Company of Government of West Bengal) having its registered office at HRBC Bhawan, 4th& 5th Floor, Munshi Prem Chand Sarani, Kolkata-700021 is issuing Notice Inviting Quotation (NIQ) from reputed and experienced bidder for Annual Maintenance Contract (AMC) for Computers, Laptops, Printers, Servers, LAN etc. at WBHDCL's office premises.

**A. Criteria for Eligibility**

- i. The Bidder should be in the same line of business for the last 7 preceding financial year ending 31.03.2016.
- ii. The bidder should have Experience to render same services in any one Govt. organization/PSU/ Statutory bodies/Local Authority/Corporation/Government Undertaking and at least five organization of repute on the last date of submission of bid.
- iii. The bidder should not have been blacklisted by any Govt. organization/PSU/ Statutory bodies/Local Authority/Corporation/Government Undertaking etc. Undertaking for same should be submitted along with bid document as per Annexure C.
- iv. The bidder should have valid Trade License, VAT / Service Tax/PF/ESIC/Professional Tax Registration code on the last date of submission of bid.
- v. The Bidder must have at least 5 qualified IT Professional/engineers on its roll.
- vi. The bidder should be an ISO certified reputed hardware maintenance and service provider having an Annual Turnover of Rs. 1 Crore or above as per the last Audited balance Sheet ended on 31.03.2016.
- vii. The Bidder may be a company, LLP, Sole proprietor or a firm and must be registered under the respective governing acts.

**B. Contract period:**

- i. The validity of the contract would be for a period of one year form the date of acceptance of work order.
- ii. The WBHDCL will have option to extend the period of contract by another two years, on year to year basis or a particular period of time depending on performance and satisfaction of work subject to the approval & discretion of Competent authority.
- iii. WBHDCL reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory.

**C. Scope of Work**

- i. The AMC will include preventive comprehensive maintenance & networking of WBHDCL computers & peripherals including replacement and/or repairing of parts as required. The AMC will cover installation & troubleshooting of hardware, software & networking. The scope of preventive maintenance includes troubleshooting, routine checkup, regular backup of data, updating of antivirus & other software's weekly. List of computer & other IT equipment with peripheral as on 31.12.2016 as per Annexure-A.
- ii. The replacement of the all spares (excluding printer heads, printer ribbon and toner cartridges) is included under the AMC. The parts to be replaced will be original parts of reputed manufacturer.
- iii. The bidder shall arrange and bear all the cost of transportation of any computer system or part from WBHDCL to its workshop and back.
- iv. For new items under warranty, the service provider should co-ordinate with manufacturer of the same for maintenance under the warranty or guarantee period respectively.
- v. The turnaround for complaint resolution shall not be more than one working day. In no case shall the complaint be pending beyond the next calendar day.
- vi. Non-execution of the work to the satisfaction of the organization within 24 working hours of the complaint and in violation of the terms and conditions to the satisfaction of the user, a penalty can be imposed to the extent of 1% of the AMC amount each day of the violation. However, the same will not be applicable in case where engineers are not able to execute the work due to riots, curfew, or any other event of similar kind.
- vii. Bidder is liable to provide stand by spares & printers as per requirements of WBHDCL.
- viii. Bidder will provide one resident Engineer for smooth working in the office of WBHDCL on all working days from 9 AM to 6 PM. The Resident Engineers shall also be available on holiday/Saturdays if required by the company. Resident Engineers should be a bachelor degree holder with one of more international certifications like Microsoft, Cisco, Comp TIA , etc. Resident Engineer should have minimum 3 years of experience in the field of Hardware & Networking. In addition one senior IT engineer from bidder should visit WBHDCL fortnightly on working day.
- ix. The responsibility of relocating and re-installing any computer or allied equipment from one location to another shall be with the AMC bidder.
- x. The hardware has been inspected by the AMC bidder before the award of the contract in the presence of the WBHDCL representative and both have signed the list of items.
- xi. The AMC shall not include the damage to the equipment arising out of fire, earthquake or any other natural Disaster.
- xii. The bidder have to maintain a register of all WBHDCL complaints which contains complaint No., date of complaint & date of completion of complaint and produce to the Administrative Cell as and when require.

**D. Rates and Taxes:**

- i. Rates will be inclusive of all taxes.
- ii. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills.
- iii. Unless otherwise specified in the NIQ, the consultant shall pay all such taxes, duties, fees and other impositions, as may be levied under the Applicable Law and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it including labour Cess. However, only for service Tax, Bidder shall pay Service Tax at applicable Rates and same shall be reimbursed by the Authority on submission of documentary evidence of such deposit of Service Tax.

**E. Payment Terms :**

Monthly invoice is to be submitted in favor of West Bengal Highway Development Corporation Limited along with supporting documents of previous month. Payment will be made within 30 days from the date of submission of invoice after necessary checking and scrutiny of the invoice.

**F. Tender Fees:**

An non-refundable tender fee of Rs 2,000/-(Rupees Two Thousand Only ) in the form of Demand Draft or Bankers Cheque of any scheduled commercial bank in favour of West Bengal Highway Development Corporation Limited payable at Kolkata.

**G. Security Deposit:**

The bidder shall submit the security deposit Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a Bank Guarantee drawn on any schedule commercial bank as per annexure D within 7 working days of placement of order. The security deposit will be valid entire contract period and 60 days from the date of the expiry of the contract period. No Bank Guarantee issued by co-operative bank will be accepted. The Bidder may also submit security deposit in form of DD/Pay Order in favor of "West Bengal Highway Development Corporation Limited".

**H. Right of Invocation of Security Deposit:**

West Bengal Highway Development Corporation Limited reserves the right to invoke the Security Deposit at any time during its validity period in the event of failure of payment of any Statutory dues to his employees engaged in WBHDCL/ delay in service / breakage any sorts of operational complication of ordered service / breach of any terms of this contract.

**I. Termination or Cancellation:**

WBHDCL reserves the right, at its convenience, to terminate or cancel the whole or any part of the Services by giving one month advance notice thereby if:

- i. The Bidder fails to comply with any of the terms of the order.
- ii. The Bidder becomes bankrupt or goes into liquidation.
- iii. Any receiver is appointed for the property owned by the Bidder.
- iv. On breach of confidentiality of information.
- v. On any other valid ground at the discretion of the competent authority of WBHDCL

**J. Confidentiality:**

The Bidder shall not use confidential information, the name or the logo of WBHDCL except for the purposes of providing the Service as specified under this contract.

The Bidder shall be liable to fully recompense WBHDCL for any loss of revenue arising from breach of confidentiality. WBHDCL reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

**K. Settlement of Disputes:**

**i. Amicable Settlement:**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

In the event of any Dispute between the parties, either Party may call upon (MD, WBHDCL) or Chairman of the Board of Directors of the bidder for amicable settlement, and upon such reference, the said person shall meet no later than 15 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 days period or the Dispute is not amicably settled within 20 days of the meeting or the Dispute is not resolved as evidenced by the signing of writing referred to in clause (ii) or such longer period as may be mutually agreed by the parties either party may refer the Dispute to arbitration and conciliation in accordance with the provisions of clause K(iv).

**ii. Dispute Resolution:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement between the parties and so notified in writing by either Party to the other Party shall in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause K(iv).

iii. The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**iv. Arbitration and Conciliation:**

1. Any dispute which is not resolved amicably by conciliation, as provided in clause K(i). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modifications thereof for the time being in force and as may be enacted from time to time) .The venue of such arbitration shall be Kolkata and the language of arbitration proceedings shall be English.

2. There shall be Board of three arbitrators, of whom each party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of

disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

3. The arbitrators shall make a reasoned award. Any Award made in any arbitration held pursuant to the clause K shall be final and binding on the Parties as from the date it is made and both the parties agree and undertake to carry out such Award without delay.
4. The Bidder and the Service Receiver agree that an Award, any, be enforced against both the parties, as the case may be.

The Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceedings hereunder.

**L. Jurisdiction:**

- i. Litigation, if any pertaining to this contract will come under the jurisdiction of the courts at Kolkata only.
- ii. All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata only.

**M. Force Majeure:**

- i. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- ii. In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- iii. The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.
- iv. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

**N. Fraud and Corrupt Practices:**

The Bidders and their respective officers, employees, shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIQ, WBHDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent,

engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") during the Selection Process, or after the issue of the Notice of Award or the execution of the Contract. In such an event, WBHDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.

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

- i. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- ii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;
- iii. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by WBHDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**O. Other Terms and Condition:**

- i. The Bidder shall hereby indemnify and will keep us indemnified against all acts of omission or negligence, dishonesty or misconduct of the workmen /staff engaged by you for work at our office / premises and WBHDCL shall not be liable to pay for any damages or compensation to such person or to third party. The Bidder shall at all times indemnify WBHDCL against any claim whatsoever which would arise under any status or under any provision of the laws of the land.
- ii. WBHDCL will not be responsible for any injury or loss of life of the persons deployed for IT Service. The Bidder will have proper insurance against any injury or loss of life of his/her personnel (directly or indirectly originated from their assignment with WBHDCL).
- iii. During the tenure of this Contract period, no extra charges on whatever grounds are to be admitted by WBHDCL. Rate shall be firm and shall not be subject to any escalation due to any reasons whatsoever.
- iv. Bidder will be disqualified unless they furnish the particulars and enclose authentic copies of documents as asked for in the form of particulars.
- v. A tender being submitted by a Firm or a Company must be signed by each of the partners thereof and in the event of absence of any of the partners it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Certified copies of Registration Certificates, Partnership deed and Power of Attorney shall have to be furnished with the tender is to be considered for acceptance.
- vi. The Bidder will be solely responsible for timely payment of remuneration to the resident Engineers deployed by it in WBHDCL.

**P. Instruction for submission of bid document**

The bid shall be submitted in two parts:-viz, Technical Bid & Financial Bid

**Technical Bid should contain:**

- i. Copy of Trade License
- ii. Copy of PAN Card
- iii. Copy of VAT registration.
- iv. Copy of service Tax registration
- v. Copy of service/AMC order as mentioned under Criteria for Eligibility
- vi. Audited Balance Sheet for Last Financial Year ended on 31.03.2016.
- vii. Declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any Govt. Agencies on letterhead. (As per Annexure-C)
- viii. Copy PF, P Tax, ESIC Registration Certificate
- ix. Curriculum Vitae of Resident IT Professional. (Qualification and Experience Should match as per Scope of Work).

**Financial Bid which contain:**

Price Quotation as per Annexure-B

Both the bids should be submitted in two separate sealed envelopes super scribed as "Technical Bid for Annual Maintenance Contract (AMC) for Computers, Laptops, Printers, Servers, LAN etc" and "Financial Bid Annual Maintenance Contract (AMC) for Computers, Laptops, Printers, Servers, LAN etc". An non-refundable tender fee of Rs 2000/=(Rupees Two Thousand Only ) in the form of Demand Draft or Bankers' Cheque only of any scheduled bank in favor of West Bengal Highway Development Corporation Limited should be in third envelope along with covering letter and it should be superscripted "Annual Maintenance Contract (AMC) for Computers, Laptops, Printers, Servers, LAN etc". All three sealed envelopes should be put in a fourth sealed envelope and should be super scribed "Annual Maintenance Contract (AMC) for Computers, Laptops, Printers, Servers, LAN etc" and submit the same to The Managing Director, West Bengal Highway Development Corporation Limited, HRBC Bhavan,4th & 5th Floor, Munshi Prem Chand Sarani,Kolkata - 700021 latest by 1.00 PM on 06.03.2017.

**N.B. TENDER WILL BE OPENED AT 16:00 HRS. ON 06.03.2017.PARTICIPATING BIDDERS MAY ATTEND.**



**Annexure-A**

**List of Computers and printers**

<b>Computers</b>		
<b>No.</b>	<b>Make</b>	<b>Model</b>
1	Compaq	D32M
2	Assembled	
3	Compaq	D32M
4	Assembled	
5	Assembled	
6	HP	3330MT
7	HP	3330MT
8	HP	P6-2355il
9	HP	3330MT
10	HP	P6-2355il
11	HP	3330MT
12	HP	Elite8300
13	HP	3330MT
14	HP	3330MT
15	HP	3330MT
16	HP	3330MT
17	HP	3330MT
18	HP	P6-2355il
19	HCL	
20	HP	P6-2355il
21	HP	P6-2355il
22	HP	P6-2355il
23	HP	P6-2355il
24	HCL	
25	HP	P6-2355il
26	HP	Elite8300
27	HP	Elite8300
28	HP	3330MT
29	HP	3330MT
30	HP	3330MT
31	Acer	Veriton M200-H81
32	Acer	Veriton M200-H81
33	Acer	Veriton M200-H81
34	Acer	Veriton M200-H81
35	Acer	Veriton M200-H81
36	Acer	Veriton M200-H81
37	Acer	Veriton M200-H81
<b>Laptop</b>		
1	HP	Pavilion G6
2	HP	Pavilion G6
3	HP	Pavilion G6
4	HP	Pavilion G6
5	HP	Pavilion G6
<b>Printer/Plotter/MFP/Scanner</b>		
1	Canon	2525

2	Canon	MF4750
3	HP	M1136
4	HP	M1136
5	HP	LJ6LPRO
6	HP	LJ1150
7	Canon	MF4750
8	Canon	MF4750
9	HP	1020Plus
10	Canon	MF4750
11	HP	1020 Plus
12	Canon	2525
13	HP	1020 Plus
14	HP	1020 Plus
15	Canon	2525
16	HP	1020 Plus
17	Canon	Col2020
18	Canon	iPF815
19	Scanner with plotter - M40 (Large format scanner) Sl. No. K3010736	
<b>Network Equipment</b>		
<b>Server</b>		
1	HP	ML350e
<b>Router</b>		
2	Cisco	2900 Series
<b>Switch</b>		
3	Cisco	Catalist 2960
4	Cisco	Catalist 2960
5	Cisco	C3KX-NM-1G
<b>Access point</b>		
6	Motorola	WiNG v5.4
7	Motorola	WiNG v5.4
<b>UTM</b>		
8	FORTINET	FortiGate 40C

**Annexure-B**

**Price Bid**

<b>Sl. No.</b>	<b>Category</b>	<b>Make</b>	<b>Model</b>	<b>Qty</b>	<b>Amount /YEAR</b>
1	Desktop	Compaq	D32M	2	
2	Desktop	Assembled	NA	3	
3	Desktop	HP	3330MT	12	
4	Desktop	HP	P6-2355il	8	
5	Desktop	HP	Elite8300	3	
6	Desktop	HCL	Infiniti LA380 TRU	2	
7	Desktop	Acer	Veriton M200-H81	7	
8	Laptop	HP	Pavilion G6	5	
9	Printer/MFP	Canon	2525	3	
10	Printer/MFP	Canon	MF4750	4	
11	Printer/MFP	HP	M1136	2	
12	Printer/MFP	HP	LJ6LPRO	1	
13	Printer/MFP	HP	LJ1150	1	
14	Printer/MFP	HP	1020Plus	5	
15	Printer/MFP	Canon	Col2020	1	
16	Plotter	Canon	iPF815	1	
17	Scanner	Scanner with plotter	M40 (Large format scanner)	1	
18	Server	HP	ML350e	1	
19	Router	Cisco	2900 Series	1	
20	Switch	Cisco	Catalist 2960	2	
21	Switch	Cisco	C3KX-NM-1G	1	
22	Access Point	Motorola	WiNG v5.4	2	
23	UTM	FORTINET	FortiGate 40C	1	
<b>Total -A</b>					
24	Resident IT Professional			1	
<b>Total- B</b>					

**Annexure-C**

Declaration  
(Original signed copy on company letterhead)

Letter No.:

Date:

To  
The Managing Director,  
West Bengal Highway Development Corporation Limited  
HRBC Bhavan 4th & 5th Floor,  
MunshiPremchandSarani  
Kolkata-700021

Sir/Madam,

We do hereby declare that our Company / LLP / Partnership / Society / Proprietorship (name of the service provider)/suppliers have not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

Signature of authorized person with seal

Full Name:

Date:

Place:

## Annexure D

### BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To,

The Managing Director  
West Bengal Highway Development Corporation Limited,  
HRBC Bhawan, 4<sup>th</sup> & 5<sup>th</sup> Floor  
Munshi Premchand Sarani,  
Kolkata- 700021

Dear Sir/Madam,

Sub: Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Annual Maintenance Contract (AMC) Computers, Laptops, Printers, Servers, LAN etc at the office of West Bengal Highway Development Corporation Limited, HRBC Bhawan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata- 700021.

1. You, on behalf of West Bengal Highway Development Corporation Limited, have entered into a contract/work order with reference no as given above with \_\_\_\_\_ (herein after referred to as the service provider) for Annual Maintenance Contract (AMC) Computers, Laptops, Printers, Servers, LAN etc for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract/work order the contractor has undertaken to produce a bank guarantee for .....- (Rupees .....only).
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the service provider that in the event of non-performance according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the service provider any sum up to a maximum amount of Rs. .... (Rupees ..... only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made immediately from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the service provider, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the service provider and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract/work order or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. ....../- (Rupees ..... only) and the guarantee shall remain in force up to and including the \_\_\_\_\_ day of being reported to us by you and returned to us duly discharged.
6. The employer shall have liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract/Work Order or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Service provider contained in the Contract/Work Order or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Service provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract/Work Order and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
8. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.
9. This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 60 days from the date of the expiry of the contract period or until it is released earlier by the employer pursuant to the provisions of the contract.

Date:

Sd.....

Place:

Bankers

Seal of the Bank

Witness:

1. ....

2. ....