

Volume-2

SECTION 6

BILL OF QUANTITIES

PREAMBLE

Bill of Quantities for the Works:

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and are given to provide a common basis for bidding. The Contractor to measure the work under the observation and control of the Engineer, which shall be valued at the rates provided in the priced Bill of Quantities, where applicable, and otherwise at such rates as the Engineer may fix within the terms of the Contract, which shall form the basis for payments to the Contractor.
3. The rates in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all construction plant, labour, supervision, materials, all temporary works and false works, erection, transportation, maintenance, insurance, administrative overheads, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract, and including remedy of any defects during the Defects Liability Period.
4. A rate shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates entered in the Bill of Quantities.
5. The costs of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities. Where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates against each item in the priced Bill of Quantities.
7. The Bill of Quantities of the Work is comprised of the various Bills of sign boards works activities. During execution, however, the items existing in any of the Bills can be made applicable for execution elsewhere also on the Works if considered appropriate and directed by the Engineer.
8. The method of measurement of completed work for payment shall be as per Specification.
9. Errors, if any, shall be corrected by Employer in terms of Clause 27 of ITB.

**Supply & Installation of Retro Reflective Signage & Gantry boards at various locations
between km 398.240 to km 521.120 in the States of Jharkhand and West Bengal**

BILL OF QUANTITIES

Sl. No	Description	Unit	Qty	Rate (Rs)	Amount (Rs)
1.01	Providing and fixing of Micro Prismatic retro-reflectorized Signs (3M India Ltd/ORAFOL MAKE) made of 4 mm thick ACP sheet riveted on MS angle iron frame of size (35x35x3) mm, back side of plate is painted in two coats of epoxy grey paint after etching treatment of plate on both sides. The face of ACP sheet is fully covered by retroreflective sheeting having the coefficient of retro reflection determined in accordance with type XI ASTM D 4956-01 standards and symbol in black by screen printing process. This plate is fixed on a mild steel post of pipe 75 mm OD (medium) (with hold fast of size 30 to 40 cm at bottom) (duly painted in alternate bands of 25 cm. black and white with 2 coats of superior quality of synthetic enamel paint after applying red oxide zinc chromate metal primer) duly welded to back frame of the sign plate, firmly fixed to the ground by means of properly designed foundation with M 20 grade cement concrete minimum (60x60x75) cm below ground level as per approved drawing including labor and hire charges for machineries involved etc., complete as per Technical Specification Clause 801 and as directed by the Engineer				
(a)	Cautionary Sign Board	Nos	377		
(b)	Object Hazard Marker	Nos	136		
(c)	Mandatory Sign Board	Nos	132		

(d)	Informatory Single Post Sign Board	Nos	87		
(e)	Facility information Single Post Sign Board	Nos	122		
(f)	Informatory Direction/Dual Post	Nos	51		
(g)	Informatory Direction/Dual Post	Nos	2		
1.02	Providing and fixing of Micro Prismatic retro-reflectorized Signs (3M India Ltd/ORAFOL MAKE) made of 4 mm thick ACP sheet riveted on MS angle iron frame of size (40x40x3) mm, back side of plate is painted in two coats of epoxy grey paint after etching treatment of plate on both sides. The face of ACP sheet is fully covered by retroreflective sheeting, having the coefficient of retro reflection determined in accordance with Type XI ASTM D 4956-01 standards and letter/matter in similar type of sheeting or cut out in overlay film. This structure has fixing provisions to 2 Nos post of MS pipe 75mm OD heavy duty(with hold fast of size 30 to 40 cm at bottom) (duly painted in alternate bands of 25 cm black and white with 2 coats of superior quality of synthetic enamel paint after applying red oxide zinc chrome metal primer) and duly welded to back frame of sign plate, firmly fixed to the ground by means of properly designed foundation with M20 grade cement concrete minimum (60 cm x 60 cm x 75 cm) below ground level as per approved drawing including labor and hire charges for machineries involved etc, complete as per Technical Specifications Clause 801 and as directed by the Engineer				
(a)	Advance Direction signs size 1800X1500 mm	Nos	134		
(b)	Place Identification signs size 1200X900 mm	Nos	67		

1.03	Design, Supply and Fixing of Overhead and Cantilever structures for Sign Boards Steel work built up trusses of welded tubes including cutting and fixing in position, RCC M20 foundation, erection with the help of movable gantry crane and applying a coat of red oxide zinc chromate primer, and 2 coats of polymer based paint complete, welded and bolted including special shape of washers, as per contractor's design but excluding overhead Sign Board as per approved drawing (Attached as Section 6 with RFP Volume I). Technical Specifications Clause 802 and as directed by the Engineer.	MT	80.55		
1.04	Supply and fixing of Micro Prismatic type Retro - Reflective sign plate (3M India Ltd/ORAFOL MAKE) made out of 4mm thick ACP sheet duly framed by MS angle iron (40x40x5) mm and additional vertical bracing at every 1.2 Mtr, on both sides the face of the plate is to covered with Blue/Green Micro prismatic type Retro - Reflective sheeting and the matter & logo with same type of sheeting / cut out in overlay film with type XI ASTM D 4956-01 standard This plate is to be fixed on Overhead/ Cantilever structures with the help of G.I nut bolts complete, in all respects as per drawings Technical Specifications Clause 801, 802 and direction of the Engineer.	Sqm	731		
1.05	Shifting of existing Sign Boards to designated approved locations including carrying out necessary rectification on post foundation, Post painting and replacement of sheets in all respects and then installation of the repaired posts complete as per technical specification.	Each	95		
1.06	Providing and fixing ellipsoidal design height 800 to 900 mm above ground with 200 to 300 mm base which can be anchored onto the ground. MS Guide poles shall conform to type XI class C ASTM D 4956 -01 standard road delineators complete as per IRC 79:2019 Technical Specifications	Nos	400		
Total Amount (Incl of GST)					

Note:

1. Quoted rates are inclusive of GST as per ITB Clause 42.1 and other applicable taxes
2. Item rate shall be inclusive of cost of all the material and its Transportation to the site, Manpower, Scaffolding, Tools, plants and equipment's and other incidentals required for completion of work.
3. Contractor shall complete the works within a period of 6 months from date of commencement. The date of commencement of works shall be 7 days from issuance of LOA/ signing of contract agreement, whichever is earlier.
4. Contractor shall arrange all the necessary equipment's required to execute the work as per the Standards and Specifications and as per good industrial practice.
5. Contractor shall supply & install Sign Boards as per technical specifications only from the sources specified in the Contract and/or as may be approved by Employer.
6. Performance security equivalent to 3% of Contract Price for which an irrevocable bank guarantees to be submitted from an approved scheduled bank/ nationalized bank in approved format. The Performance Bond will be valid right through the contract and till the end of 28 days from Defects Liability Period of 18 months.
7. 5% amount from each Running Account Bill of contractor shall be deducted and withheld by Employer towards Retention Money. The retention money amounting to 5% shall be released interest free to contractor by Employer upon successful completion of Defects Liability Period of 18 months.
8. Defects Liability period of 18 Months to be provided from date of final completion certificate issued by Employer to contractor for the entire works. However, in case of any delay by the Authority for issuing a Final Completion Certificate to Employer due to incomplete or unsatisfactory work of contractor's scope, DLP of 18 months shall be started after final completion certificate issued by the Authority to Employer.
9. 10 Year Warranty Certificate for reflectivity of Type XI signage boards to be submitted for satisfactory field performance of the finished sign with retro reflective sheeting as per the ASTM D4956 inclusive of the messages (Legends, Letters, Numerals, etc.), Images and borders by the respective Contractor/Supplier to the Engineer-In-Charge at the time of submission of bills. This Certificate shall be in the original letterhead of the Sheeting Principal Manufacturer (3M/ORAFOL). Post Installation of signage boards, Retro-Reflectivity Test will be conducted on the Signages & Ra values at all angles of the Sign Boards should pass minimum Co-efficient values as mentioned in the IRC- 67 (2022) MORTH Guidelines in the front of the concern Authorities & Consultant. The retro reflectivity test to be done free of cost every 2 years till the provided warranty period using Retro-Reflectometer and contractor should submit the test report.
10. The material receipt Challans need to be submitted by contractor for verification. The Material (100% procurement) shall be stored at the designated places in consultation with BAEL as directed by Engineer In Charge and shall be jointly recorded. The watch & ward shall be the sole responsibility of the contractor. The representatives of BAEL and contractor shall jointly sign off on the material receipt and confirm 100% receipt of the material at site as per the requirement specified in the BoQ. The issue of material during construction shall be recorded each time material is issued from the store and

jointly signed by BAEL and contractor's representative. The record has to be kept safe till successful completion of installation of sign boards.

11. The Contractor shall follow all the procedures stipulated with NHAI for certification of the Running Account bills including the certification of IE & NHAI representative. BAEL will assist the Contractor, however the responsibility of following the same solely lies with the Contractor. Work shall be executed under the supervision of Employer's representatives and payment shall be released to the contractor after certification from Employer, Project management consultant/ Lender's Independent Engineer. BAEL shall review / revise (if required) and then certify the same for release of payment. The certification shall be done by the Project Management Consultant, Lender's Independent Engineer and BAEL.
12. The Contractor shall submit invoices for the Supply Part for executed quantities with RA Bills. The RA Bills will not be processed further for release of payment in absence of the material invoices and test reports. The Contractor shall also submit relevant Manufacturer Test Certificate for material used in the work as per relevant Codal Provision at the time of supply of material at site.
13. The contractor shall ensure meeting all requirements of technical specifications and performance standards as provided in Employer's Concession Agreement signed with NHAI and MoRTH / IRC specifications.
14. The Contractor shall solely be responsible for implementation of Traffic Management and Diversion during execution of awarded work as per IRC:SP:55-2014 "Guidelines on Traffic Management in Work Zones, other relevant IRC Codes, Clause 112 of Specifications for Road & Bridge Works (5th Revision) and as per Annexure -5B of RFB Volume I. ***Failing to adhere to implement Traffic Management, Diversion and Safety as per agreed & defined norms shall result in imposition of penalty equivalent to 2% of amount from each Running Account Bill of the Contractor.***
15. TDS shall be deducted at the rates applicable as per provisions of Income Tax Act from contractor's running bills. For this purpose, Contractor shall submit necessary documents / details / information's as may be required to Employer from time to time.
16. The contractor shall be responsible for compliance as per prevalent Labor Laws including the labor cess compliances and its payment to Authority.
17. Work shall be executed under the supervision of Employer's representatives and payment shall be released to the contractor. The milestone payment conditions have been defined in the contract data. The contractor shall prepare and submit the running account bill as per the milestones for Procurement & Supply of Sign boards materials and on monthly basis for Installation Part. Employer shall review / revise (if required) and then certify the same for release of payment. The certification shall be done by the Project Management Consultant, Lender's Independent Engineer and Employer.
18. Liquidated damages shall be imposed at 0.25% of Contract Value per week of delay limited to 10% of the total Contract Value applicable to each milestone completion. However, these Liquidated damages shall be returned on successful completion of the subsequent milestones within scheduled completion date. In case of delay beyond the scheduled completion date, the liquidated damages imposed shall not be returned.

19. If due to any reason known/unknown or unforeseen circumstances the contractor may face any type of idling of your resources, plants, equipment, and manpower, Employer shall not take any responsibility for the same. No idling claims will be entertained due to whatsoever reason may be.
20. Necessary arrangement for food & accommodation for manpower and labor shall be at the cost of the Contractor. No extra payment shall be made to you for any enabling/temporary works and any changes due to site conditions at any point of time.
21. The Employer shall have the right to terminate this work order either on completion of the said work or at any intermediate phase upon the failure of the Contractor in maintaining the agreed rate of progress or not executing the work to the specified standards and specifications. The Employer also reserves the right to withdraw a portion of work or the entire work entrusted to the Contractor at any stage either for the purpose of executing directly or getting it done through other Contractor in case of default of the Contractor at the sole desertion of the Employer, without assigning any reasons.
22. Contractor shall maintain the safety for the construction workers as well as for the Road users as per the safety requirements during course of work and before opening the section (for traffic) where works got completed. All required safety precautions to be taken on Road, as per the Diversion plan approved by Employer and any lacuna on Safety front shall be viewed seriously and Contractor shall be penalized at the discretion of Employer. In case of any failure for not maintaining proper safety at site, Employer shall get it done through their own resources and cost of the same shall be debited to the contractor as per the actual cost + 25% as overheads and supervision charges of Employer. All safety barricading and associated work for safety shall be executed by the contractor.
23. The contractor shall arrange for all insurances including contractor's equipment and its own surrounding property, workmen's compensation, group accident, and group Medclaim. The Contractor shall provide proof of insurance to Employer before commencement of work. Employer shall not be held liable for any compensation towards any loss of life & property.
24. Above Bill of Quantities with rates shall be submitted on letterhead of the Bidder with signature of authorized signatory and company stamp

SECTION 7

SECURITIES AND OTHER FORMS

SECTION 7: SECURITIES AND OTHER FORMS

Form – 7A	:	Form of Bid
Form – 7B	:	Bid Security (Bank Guarantee)
Form – 7C	:	Letter of Acceptance
Form – 7D	:	Deleted
Form – 7E	:	Deleted
Form – 7F	:	Deleted
Form – 7G	:	Deleted
Form – 7H	:	Bank Guarantee for Advance Payment
Form – 7I	:	Performance Bank Guarantee

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

FORM OF BID

Barwa Adda Expressway Limited

The IL&FS Financial Center,
Plot C-22, G Block,
Bandra Kurla Complex,
Mumbai- 400051, Maharashtra
Tel.: +91 022-26593609,

Gentlemen,

Sub.: Six-Laning of Barwa-Adda- Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal

Supply & Installation of Retro Reflective Signage & Gantry boards at various locations between km 398.240 to km 521.120 in the States of Jharkhand and West Bengal

Scope _____

1. We offer to execute the Works described above in accordance with the Bidding Documents including Invitation for Bid, Instructions to Bidders, Conditions of Contract, Specifications and Drawings, Bill of Quantities, Annexures and Addenda for the Prices and sum mentioned in Annexure 1(a) of Section 6 of the Bidding Document attached with this letter. As per this, the payment for Works is ₹ _____ as per the sum total as given in Annexure 1(a) of Section 6.
2. We understand that you are not bound to accept the lowest or any Bid you receive.
3. Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the Bid Document.
4. We assure you that the criteria based on which we are qualified are valid.
5. We agree to abide by this Bid for the period of **Thirty (30) days** from the closing date of Bid Submission, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

6. We understand that for this Bid, we shall comply with the Eligibility, Bid Validity and Bid Security required as stated in the Bidding documents. We attach herewith our current Income Tax clearance certificate.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Bidder with official seal:

Address :

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the works **“Six-Laning of Barwa-Adda- Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal – “Supply & Installation of Retro Reflective Signage & Gantry boards at various locations between km 398.240 to km 521.120 in the States of Jharkhand and West Bengal”** (Hereinafter called "the Bid").

Scope _____

KNOW ALL PEOPLE by these presents that We _____ [name of bank] having our registered office at _____ (hereinafter called "the Bank") are bound unto **Barwa Adda Expressway Limited** (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2023
THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) Deleted
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27 of ITB;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the

occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including 30 days after the Bid validity period as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK

WITNESS _____ SEAL _____

[signature, name, and address]

(Letterhead paper of the Employer)

Letter of Acceptance

To: [name and address of the Contractor]

[date]

Sub.: Six-Laning of Barwa-Adda- Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal

Supply & Installation of Retro Reflective Signage & Gantry boards at various locations between km 398.240 to km 521.120 in the States of Jharkhand and West Bengal

Scope:- _____

Dear Sirs,

1. It is hereby confirmed that your Bid received on _____ submitted to the Barwa Adda Expressway Limited (BAEL) for the work mentioned in the subject above has been accepted for and on behalf of the BAEL for an amount mentioned below on rates quoted by you and the terms and conditions as contained in Volume-1 and Volume-2 of bidding documents and subsequently addendum/corrigendum issued.
2. The accepted amount of the bid for the above mentioned work in consideration, execution, completion and maintenance of works by you as prescribed in the bidding documents is as under:

Particulars	Bid amount indicated by you (in ₹)	Amount of Bid after arithmetical corrections (in ₹)	Rebate offered	Bid Amount after Rebate (in ₹.)
Supply & Installation of Retro Reflective Signage & Gantry Boards				
TOTAL				

3. The net accepted amount of the Bid is ₹ _____ (₹ In words).
4. The date of start will be as defined in S. No. 5 of Contract Data.

5. The period of completion of whole work is as defined in S. No. 10 of Contract Data as Contract Completion Date.
6. Deleted.
7. You are also requested to sign and execute the Contract Agreement within 28 days, failing which action as stated in Para 32.3 of ITB will be taken.
8. You are requested to submit a detailed supply & Installation works Program including Environment and Traffic Management Plans as per Clause 25 of General Conditions of Contract, Section 3, Part-I within 21 days of receipt of this letter.

Yours faithfully,

Authorized Signatory
Name and Title of Signatory
Name of Agency

Form – 7D
(Please refer Clause 32 of ITB)

Deleted

Form – 7F
(Please refer Clause 31 of ITB)

Deleted

Form – 7G
(Please refer Clause 31 of ITB)

Deleted

Form – 7H
(Please refer Clause 47 of GCC)

Deleted

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
Barwa Adda Expressway Limited
The IL&FS Financial Center,
Plot C-22, G Block,
Bandra Kurla Complex,
Mumbai- 400051, Maharashtra
Tel.: +91 022-26593609,

WHEREAS:

- (A)..... (the “**Contractor**”) and *Barwa Adda Expressway Limited* (the “**Employer / BAEL**”) have entered into a Contract Agreement dated (the “**Agreement**”) whereby *BAEL* has awarded **Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal – Supply & Installation of Retro Reflective Signage & Gantry boards at various locations between km 398.240 to km 521.120 in the States of Jharkhand and West Bengal** subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security to the Employer / BAEL in a sum of **3% of Agreed Contract Value (Excluding GST)** as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement).
- (C) We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the Installation Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the BAEL /Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as the BAEL / Employer shall claim, without the Employer / BAEL being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from BAEL/Employer that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the BAEL/Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Installation Period under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer / BAEL and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Employer / BAEL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer / BAEL to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Employer / BAEL shall have the 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 Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer / BAEL against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer / BAEL, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Employer / BAEL of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer / BAEL 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.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer / BAEL in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force

until the successful completion of *Defect Liability Period of 18 Months from the Date of issue of Completion Certificate* and unless a demand or claim in writing is made by the Employer / BAEL on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Employer / BAEL under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer / BAEL in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer / BAEL that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period as mentioned in point 7 or until it is released earlier by the Employer / BAEL pursuant to the provisions of the Agreement.
11. This guarantee shall also be operatable at our _____ branch at Mumbai, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment hereunder claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and sealed this day of, 2023..... at

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.