

**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 construction 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.

**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**

**Construction, Fabrication, Erection & commissioning of Steel FOBs (Foot over Bridges) for the project in various stretches within km 398.240 to km 521.120 in the States of Jharkhand and West Bengal**

**Bill of Quantities attached separately**

**BOQ: 1- ADDITIONAL FOOT OVER BRIDGE @ ANDAL MORE (CH: - 487+980)**

Sr No.	Brief Description	Unit	Quantity	Rate in Rs.		Amount in Rs.	
				Figure	Words	Figure	Words
1	Earthwork in excavation for foundation.	Cum	372				
2	Earth Filling	Cum	1121				
3	Filling in bearing area of foundation with compacted granular fill/Sand.	Cum	589				
4	PCC (M15) for levelling course.	Cum	89				
5	RCC (M25) in Foundation.	Cum	79				
6	R.C.C. (M-35 Grade) in pile Foundation (600 Dia)	R mt.	744				
7	Pile Cap RCC (M-35)	Cum	166				
8	Providing, Supplying and Fixing in position HYSD.	MT	35				
9	Supply, fabrication and erection of steel Foot Over Bridge (FOB) consisting of main frame structural steel works complete in all respect including provision of mesh barrier as per direction of engineers.	KG.	1,73,334				
10	Poly Carbonate Sheeting over walk way, ramp and staircase.	Sq mt	874				

11	Brick Work including Foundation & Wall	Cum.	42					
12	Plastering including Foundation & Wall	Sq mt	101					
13	Chequre Tile in Stair Case Landing & Ramp Area	Sq mt	94					
14	Street Light Pole Fixing including all fixture.	Nos.	2					
15	Lighting Arrangement at Walkway & Ramp	L.S	1					
16	Down Take PVC Pipe with 100mm dia.	RM.	150					
17	Shoring work in pond	Sq mt.	13					
18	Steel Liner (6mm. MS Plate)	Mt.	21					
19	Mobilization and Demobilization of Boring Equipment for Geotechnical Investigation including Laboratory testing of samples	LS	1					
<b>Total Estimated Cost</b>								

**BOQ 2: ADDITIONAL FOOT OVER BRIDGE @ BAMNAMORE (CH: - 446+050)**

Sr No.	Brief Description	Unit	Quantity	Rate in Rs.		Amount in Rs.	
				Figure	Words	Figure	Words
1	Earthwork in excavation for foundation.	Cum	519				
2	Earth Filling	Cum	71				
3	Filling in bearing area of foundation with compacted granular fill/Sand.	Cum	236				
4	PCC (M 15) for levelling course.	Cum	66				
5	RCC (M25) in Foundation.	Cum	147				
6	Providing, Supplying and Fixing in position HYSD.	MT	13				
7	Providing and fixing MS railing consisting of main frame work of MS tubes and fixed with hard drawn steel wire over a coat of suitable epoxy primer all compete and as per mort and H / BIS specification and as per direction of engineers	KG	1,77,831				
8	Poly Carbonate Sheeting over walk way, ramp and staircase.	Sq mt	893				
9	Brick Work including Foundation & Wall	Cum	42				
10	Plastering including Foundation & Wall	Sq mt	101				
11	Chequre Tile in Stair Case Landing & Ramp Area	Sq mt	94				
12	Street Light Pole Fixing including all fixture.	Nos	2				
13	Lighting Arrangement at Walkway & Ramp	LS	--				
14	Down Take PVC Pipe with 100mm dia.	R mt.	150				
<b>Total Estimated Cost</b>							

**BoQ No. 3: ADDITIONAL FOOT OVER BRIDGE @ BANSKOPA (CH: - 507+080)**

Sr No.	Brief Description	Unit	Quantity	Rate in Rs.		Amount in Rs.	
				Figure	Words	Figure	Words
1	Earthwork in excavation for foundation.	Cum	519				
2	Earth Filling	Cum	71				
3	Filling in bearing area of foundation with compacted granular fill/Sand.	Cum	236				
4	PCC (M 15) for levelling course.	Cum	66				
5	RCC (M25) in Foundation.	Cum	100				
6	Providing, Supplying and Fixing in position HYSD.	MT	9				
7	Providing and fixing MS railing consisting of main frame work of MS tubes and fixed with hard drawn steel wire over a coat of suitable epoxy primer all compete and as per mort and H / BIS specification and as per direction of engineers	KG	1,58,947				
8	Poly Carbonate Sheeting over walk way, ramp and staircase.	Sqm	798				
9	Brick Work including Foundation & Wall	Cum.	42				
10	Plastering including Foundation & Wall	Sq mt	100				
11	Cheq ure Tile in Stair Case Landing & Ramp Area	Sq mt	94				
12	Street Light Pole Fixing including all fixture.	Nos.	1				
13	Lighting Arrangement at Walkway & Ramp	L.S	1				
14	Down Take PVC Pipe with 100mm dia.	RM.	146				
<b>Total Estimated Cost</b>							

**BoQ No. 4: ADDITIONAL FOOT OVER BRIDGE @ BANSRA MORE (CH: - 477+050)**

Sr No.	Brief Description	Unit	Quantity	Rate in Rs.		Amount in Rs.	
				Figure	Words	Figure	Words
1	Earthwork in excavation for foundation.	Cum	519				
2	Earth Filling	Cum	71				
3	Filling in bearing area of foundation with compacted granular fill/Sand.	Cum	236				
4	PCC (M 15) for levelling course.	Cum	64				
5	RCC (M25) in Foundation.	Cum	121				
6	Providing, Supplying and Fixing in position HYSD.	MT	12				
7	Providing and fixing MS railing consisting of main frame work of MS tubes and fixed with hard drawn steel wire over a coat of suitable epoxy primer all compete and as per mort and H / BIS specification and as per direction of engineers	KG	1,73,147				
8	Poly Carbonate Sheeting over walk way, ramp and staircase.	Sq m	847				
9	Brick Work including Foundation & Wall	Cum.	42				
10	Plastering including Foundation & Wall	Sqm	101				
11	Cheque Tile in Stair Case Landing & Ramp Area	Sq m	94				
12	Street Light Pole Fixing including all fixture.	Nos.	2				
13	Lighting Arrangement at Walkway & Ramp	L.S	--				
14	Down Take PVC Pipe with 100mm dia.	RM.	150				
<b>Total Estimated Cost</b>							



**BoQ No. 5: ADDITIONAL FOOT OVER BRIDGE @ CHANDA MORE (CH:-  
467+660)**

Sr No.	Brief Description	Unit	Quantity	Rate in Rs.		Amount in Rs.	
				Figure	Words	Figure	Words
1	Earthwork in excavation for foundation.	Cum	519				
2	Earth Filling	Cum	71				
3	Filling in bearing area of foundation with compacted granular fill/Sand.	Cum	236				
4	PCC (M 15) for levelling course.	Cum	66				
5	RCC (M25) in Foundation.	Cum	147				
6	Providing, Supplying and Fixing in position HYSD.	MT	13				
7	Providing and fixing MS railing consisting of main frame work of MS tubes and fixed with hard drawn steel wire over a coat of suitable epoxy primer all compete and as per mort and H / BIS specification and as per direction of engineers	KG	1,77,831				
8	Poly Carbonate Sheeting over walk way, ramp and staircase.	Sq m	893				
9	Brick Work including Foundation & Wall	Cum.	42				
10	Plastering including Foundation & Wall	Sqm	101				
11	Cheque Tile in Stair Case Landing & Ramp Area	Sq m	94				
12	Street Light Pole Fixing including all fixture.	Nos.	2				
13	Lighting Arrangement at Walkway & Ramp	L.S	--				
14	Down Take PVC Pipe with 100mm dia.	RM.	150.00				
<b>Total Estimated Cost</b>							

**Note:**

1. **BoQ No. 1 & 3:** The Steel FOBs (Foot over Bridges) at @ BANSKOPA (CH: - 507+080) & ANDAL MORE (CH: - 487+980) combined together is to be considered as single Steel FOB (Foot over Bridge) for Bid submission. Whereas **BoQ's for 2, 4 & 5** are to be considered separate Steel FOBs (Foot over Bridges) for Bid submission.
2. Quoted rates are inclusive of GST as per ITB Clause 42.1 and other applicable taxes
3. 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.
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 submit the list of all items with specification for the source approval irrespective whether they are given in the BOQ or not, before procurement and use.
6. The Construction Performance Security shall be provided by the Contractor to Employer as per Tender document before signing of contract.
7. Retention Money shall be withheld by Employer as per Contract Condition. The retention money shall be deducted @ 5% of total Bill amount form each RA Bill which shall be released on successful completion of Defect Liability Period of 12 months. DLP shall start after completion of the Steel FOB (Foot over Bridge) works in all respects.
8. Contractor shall 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. Welding test like integrity, dye penetrate test (DPI or LPI) and visual inspection shall be arranged by Contractor on its own cost.
9. 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.***
10. 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.
11. The contractor shall be responsible for compliance as per prevalent Labour Laws including the labour cess compliances and its payment to Authority.
12. Work shall be executed under the supervision of Employer's representatives and payment shall be released to the contractor after receipt of payment from NHAI to Employer based on certification of RA Bill from NHAI, IE & Employer. Reports & Results shall be shared by Employer's representatives only.
13. Regarding and query / complaints made by the Employer, Contractor has to make prompt reply within three days by letter / mail to satisfaction of Employer, failing which Employer have the power to impose the penalty which shall be binding on the

Contractor. Employer will not provide any logistic arrangement for execution of the Job like space and machinery etc.

14. The contractor shall not claim any compensation for idling of its labor, materials, machinery due to delay in possession of utility corridor, disruption of the work due to sudden and untimely floods and rains or any other reason foreseen or beyond the reasonable control of the Employer. The Contractor shall also not claim compensation arising out of delay in receipt of payments from the employer.
15. All arrangements for Water, Electricity, Welding set, Safety and security of the material, tools and plants shall have to be made available by the Contractor at their cost only. Contractor shall also be responsible for making the arrangement of accommodation for their staff at site during the execution of work.
16. 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.
17. The Safety measures required shall be the responsibility of the Contractor and incidental to the works. Safety during site operations / construction should be taken care by the Contractor. Safety shall be given top priority and all the workmen deployed shall wear the necessary personal protective gear and use approved tools and tackles as per standard safety regulations.
18. Contractor shall arrange for all insurances including contractor's equipment if any and its own surrounding property workmen's compensation, group accident, and group Medclaim. Employer will not be liable for any compensation towards loss of life & property.
19. 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**

**Construction, Fabrication, Erection & Commissioning of Steel FOBs (Foot Over Bridges) for the project in various stretches within 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 – Construction, Fabrication, Erection & Commissioning of Steel FOBs (Foot Over Bridges) for the project in various stretches within 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 \_\_\_\_\_ 2022  
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****Construction, Fabrication, Erection & Commissioning of Steel FOBs (Foot Over Bridges) for the project in various stretches within 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 ₹.)
<b>Construction, Fabrication, Erection &amp; Commissioning of Steel Foot Over Bridges</b>				
<b>TOTAL</b>				

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 Construction 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 – Construction, Fabrication, Erection & Commissioning of Steel FOBs (Foot Over Bridges) for the project in various stretches within 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 5% 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 Construction 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 Construction 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 Construction 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 12 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 ....., 20..... 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.