



E- TENDER NOTICE

On line bids are hereby invited on behalf of the Managing Director, Haryana Tourism corporation, Chandigarh for the works mentioned below:-

Sr. No.	Name of Work	Date of downloading of e-tender documents	Date of submission of e-Tender	Date for submission of eligibility documents (Online)	Date of opening of Technical Bid (Online)
1.	<p>DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 4 Nos. OF 80kwp ROOFTOP SOLAR PV PROJECT AT IHM, KURUKSHETRA, IHM PANIPAT, IHM ROHTAK AND IHM FARIDABAD.</p> <p>Estimated cost : Rs.147.20 Lakh EMD: Rs.2,94,400/- Tender Fees:-Rs. 17700 /- Processing Fees:-1180/- Time limit:- 9 Months</p>	<p>Start Date: 08.03.2022</p> <p>End Date: 14.03.2022 (5.00 PM)</p>	<p>Start Date: 08.03.2022</p> <p>End Date: 14.03.2022 (5.00 PM)</p>	<p>Start Date: 08.03.2022 From 9:00 AM</p> <p>End Date: 14.03.2022 Upto 5:00 PM</p>	<p>Date: 14.03.2022 at 05.15 PM</p>

1. The cost of tender documents and earnest money shall be paid online at <https://etenders.hry.nic.in>.
2. Bidders should possess digital signature certificate class-2 for participating in online tendering process
3. Bid Document can be downloaded from the website of Haryana Government www.etenders.hry.nic.in. Also visit our website www.haryanatourism.gov.in.

Issued by Director Tourism, Haryana

Contractor

Witness

Executive Engineer



Receipt No. _____

Date _____

Name of Agency _____

DIVISION : HTC, Chandigarh

Name of work: DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 4 Nos. OF 80kwp ROOFTOP SOLAR PV PROJECT AT IHM, KURUKSHETRA, IHM PANIPAT, IHM ROHTAK AND IHM FARIDABAD.

.DISTRICT : Kurukshetra/Panipat/Rohtak/Faridabad

Sub Division: Karnal/Faridabad

**(FORM F-1 FOR E-TENDER)
PERCENTAGE/ITEM RATE TENDER
AND CONTRACT FOR WORK**

**CENTRAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS**

9. All work proposed for execution by contract will be notified in a Form of invitation to tender pasted on a board hung up in the office and signed by the Executive Engineer. This form will state the work to be carried out, as well, the date for submitting and opening tenders and the time allowed for carrying the work, also the amount of earnest money to be deposited (online) with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specification, design and drawings, Hr. PWD schedule of rate 2021, and any other document required in connection with work, signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractors at the office of the Executive Engineer during office hours.
2. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate sign by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Haryana Tourism Corporation, Haryana tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority, in case of change of authorized user and that a fresh digital certificate is procured and issued an 'authorization certificate' for the new user. The procedure for application of a digital certificate will remain the same for the new user.

The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company

9. Any person who submits a tender shall fill online stating at how much percent above or below the rate specified in Rule 1, he is willing to undertake the work. Only one rate of percentage above or below, the Haryana PWD Schedule of Rates 2021 shall be quoted. The rates for non-schedule items shall be quoted separately for each such item. Tenders which proposes any alteration in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work, or which contain any other condition of any sort, shall be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the works, to which they refer, written outside the envelope.

Contractor

Witness

Executive Engineer

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9. The Executive Engineer or his duly authorized assistant will open tender online in the presence of any intending contractors or their authorized representative or agent who may be present at the time, and will enter the amount of the several tender in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of the tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the tenderer concerned.
 9. The Executive Engineer shall have the right of rejecting all or any of the tenders, without assigning any reason.
 6. The department may refuse of suspend payment on account of work when executed by a firm or by corporation described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners, of some other persons produces written authority enabling him to give effectual receipt, on behalf of the firm.
 7. The receipt issued by an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment of such payment to the Executive Engineer unless the same signed by the concerned Executive Engineer.
 8. The memorandum of work tendered for and the memorandum of material to be supplied by the Haryana Tourism Corporation and their issue rates, shall be filled in and completed in the office of the Executive Engineer before the tender form is uploaded.

Note:- (In this form the below mentioned designations devote :

Managing Director	Managing Director of Haryana Tourism Corporation.
Chief Engineer	Chief Engineer of Haryana Tourism Corpn.
Executive Engineer,	Executive Engineer of Haryana Tourism Corporation
Sub Divisional Engineer	Sub Divisional Engineer of
	Haryana Tourism Corporation, Chandigarh.
Corporation	Haryana Tourism Corporation.
Engineer-in-Charge	Concerned Executive Engineer Incharge of the work

Contractor

Witness

Executive Engineer

HARYANA TOURISM CORPORATION

NOTICE INVITING E-TENDER

Instructions of bidders.

General

1. Brief particulars are listed below. However, tender documents may be referred to for correct application of scope of work, conditions of contract, specifications etc.

Name of Work	DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 4 Nos. OF 80kwp ROOFTOP SOLAR PV PROJECT AT IHM, KURUKSHETRA, IHM PANIPAT, IHM ROHTAK AND IHM FARIDABAD.
Scope of work	Solar Power Plants
Estimated Cost of the Project	Rs.147.20 Lakh
Time period for completion	9 Months
Last date for seek clarification through email	15.02.2022
Validity of Tender from opening of Financial Bid	90 days
Cost of Tender Documents (non-refundable)	Rs.17700/- incl. 18% GST to be deposited online at https://etenders.hry.nic.in
E-Service Fee	Rs.1180/- incl. 18% GST to be deposited online at https://etenders.hry.nic.in
Earnest Money to be accompanied with the Tender	Rs.2,94,400/- to be deposited online at https://etenders.hry.nic.in
Security deduction from running bills	10% security will be deducted from all running bills including earnest money
Defect liability period	12 Months
Mobilization advance	Nil
Materials to be supplied by HTC	Nil
Specification	As per DNIT & PWD specification

2. Important dates etc. in respect of this tender are as below:

Date of downloading of e-tender documents	Date of submission of e-Tender	Date for submission of eligibility documents	Date of opening of technical bid (Online)
Start Date: 08.03.2022	Start Date: 08.03.2022	Start Date: 08.03.2022 From 9:00 AM	Date: 14.03.2022 at 05.15 PM
End Date: 14.03.2022 (5.00 PM)	End Date: 14.03.2022 (5.00 PM)	End Date: 14.03.2022 Upto 5:00 PM	

3. Tenders can be downloaded from the website <https://etenders.hry.nic.in> and submitted on line.
4. Plans and detailed architectural; drawings can also be seen in the office of the undersigned on any working day during working hours.
5. The Jurisdiction of the Courts shall be at Chandigarh i.e. head quarter of the concerned Executive Engineer.

Contractor

Witness

Executive Engineer

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6. In case the day of opening of tenders happens to be a holiday, the tender will be opened online on the next working day. However, the time, date and place of receipt of tenders and other conditions will remain unchanged.
 7. Corporation reserves the rights to open or not to open any tender or to reject any or all the tenders without any liability whatsoever without assigning any reason.
 8. Canvassing of any kind is prohibited.
 9. Bidding is open to all eligible bidders meeting the eligibility criteria. One bidder can submit only one bid. All costs of preparing tender including visits to site and carrying out investigations and research are to bidder's account.
 10. HTC may modify the bidding documents by using addenda before the deadline for submission of bids online. Any addendum thus issued shall become a part of bidding documents.

Eligibility Criteria.

- 11 (a). The contractors enlisted with Haryana PWD(B&R)/HUDA/CPWD/ Haryana Tourism/MES/ Railways/HSAMB / HPHC or any other State/ Central Govt. Deptt or Boards/Corporations upto the estimated value of tender are eligible to submit their tenders.
- 11 (b) The contractor must have satisfactorily completed one similar work amounting to 80% Of DNIT cost or two similar works amounting to 60% of DNIT cost or 3 similar works amounting to 40% of DNIT cost in Hotel Industry/Tourism Deptt/Public sector/Govt sector during last seven years preceding date of opening of tenders.

* Similar work means the work of “**Design, Engineering, Supply, Installation, Testing & Commissioning of Grid Connected Solar PV Power Plant**”.

- 11 (c) If the contractor/agency submits financial bid through e-tendering but fails to submit either bid security or the technical bid or both (online) then the agency will be debarred from further tendering in Haryana Tourism Corporation for a period of two years at the discretion of competent authority.
- 11(d). The contractor shall create profile on Haryana Engineering Works Portal by entering basic information. The copy of the profile summary document generated from HEW portal must be submitted/uploaded along with other documents. In case a contractor fails to submit or upload a copy of profile summary document along with the bid will be rejected.

Documents downloaded from internet

12. The bidders submitting online bids should pay online towards document fees/cost of tender form/E-Processing fee as stated above at Sr. no.1 which should be deposited online at <https://etenders.hry.nic.in> .Without this money the bids shall not be entertained at all.

Procedure for submission of Documents.

13. The online tenders shall be submitted in two envelopes system i.e. Envelope “1” and Envelope “2”.
14. The cost of tender documents, earnest money and E-processing fee shall be deposited online at <https://etenders.hry.nic.in>
15. **Envelope '1'**

Scanned copies of following documents shall be uploaded in envelope '1'

- I. Copy of enlistment by any authority as stated above.
- II. Completion Certificate of having executed similar works during last 7 years as per condition 11(b) of eligibility criteria.
- III. Earnest money receipt which deposited on line at <https://etenders.hry.nic.in>
- IV. Receipt of Tender fees& Processing fees which deposited on line at <https://etenders.hry.nic.in>

Contractor

Witness

Executive Engineer

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- V. Power of attorney/ authority to digitally sign the documents.
 - VI. Other prequalification documents, asked for, if any.

Envelope '2'

- 16. Envelope '2' shall contain Financial Bid' to be submitted online. The rates shall be quoted in the prescribed format.

Preparation of tender Documents

- 17. Documents mentioned in the letter 'Submissions for tender' should be carefully attached and also listed in the list of enclosures at the end of the letter.
- 18. Particulars about the company and its promoters should be given in an unambiguous manner.
- 19. Enlistment/registration certificates and the statement should clearly show the validity category and class of the registration and the particulars of the registering/enlisting authority to enable verification.
- 20. Only single rate of percentage above or below, the Haryana PWD Schedule of Rates of 2021 shall be quoted. The rates for non-schedule items shall be quoted separately for each such item.

Procedure for opening of tenders.

- 21. On the due date and appointed time the Envelope "1" of all bids received online would be opened first in the presence of those authorized representatives of bidders who choose to be present. The tenders received without cost of tender form, earnest money, completion certificates of similar works fulfilling eligibility criteria will be summarily rejected and their envelope "2" i.e financial bid will not be opened online.
- 22. Envelope "2" of only those who are considered eligible/responsive for further process shall only be opened online .
- 23. Time table for opening of the financial bid or further directions/advice shall be announced after opening the Envelope "1". However, they can be opened on the same day.

Miscellaneous.

- 24. Tenders submitted without earnest money shall not be opened.
- 25. Conditional tenders will not be entertained at all and are liable to be rejected summarily.
- 26. Bids which are dependent upon the quotations of other bids, shall be summarily rejected.
- 27. There should not be any alterations in the bidding documents. In case any alteration is found at any stage, the tender shall be liable for rejection summarily without further appeal.
- 28. The interested agencies can submit the tenders online before due date and time . HTC shall not be responsible for any delay in submission of bids online on account of internet problem, server problem etc.
- 29. All pages of the tender documents should be digitally signed by the bidder. Rates should be written in figures as well as words. If there is discrepancy in the figures and the words, the rates given in the words shall govern unless it is clearly repugnant in the context.
- 30. The tenderer shall initial all corrections in his tender as regards rates, percentage, time etc. Non compliances with this condition shall render his offer liable to be rejected.
- 31. The contractor whose tender is accepted, will be required to execute contract deed on the prescribed form attached herein after.

Contractor

Witness

Executive Engineer

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32. Defaulting agencies in respect of performance of the contract after its award is liable to be debarred from further tendering for a period of two year besides the contractual remedies provide in the contract.
 33. Bidders must strictly abide by all the stipulation set forth while bidding for the work. In case any bidder does not comply with procedure prescribed, it will be presumed that he is not interested in bidding and the work may not be let out to him.
 34. The acceptance of tenders will rest with the Competent Authority in Corporation who does not bind itself to accept the lowest tender and reserve himself the authority to reject any or all of the tenders without assigning any reason.
 35. The standard conditions of contract shall be applicable and can be downloaded separately from the website of Haryana Tourism. The standard conditions of contract shall be considered as part and parcel of this contract document and will have to be signed by the contractor while signing the agreement.
 36. The drawings can also be seen in the office of undersigned on any working day.

**Executive Engineer,
Haryana Tourism Corporation,
Chandigarh.**

This N.I.T./Agreement contains to pages as under:

1. N.I.T. page..... to
2. Tender / Agreement form with recovery statement Page..... to
3. Schedule of rate page..... to.....
4. General Conditions page..... to
5. Health & sanitary page to
6. Fairwage clause page. to
7. Haryana Govt. Contractors Labour Regulation to
8. Blank Pages.....

**Divisional Accountant
Haryana Tourism Corporation Ltd.**

**Executive Engineer
Haryana Tourism Corporation Ltd.**

Contractor

Witness

Executive Engineer

MEMORANDUM

- a) **General description:-** DNIT FOR DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF 4 Nos. OF 80kwp ROOFTOP SOLAR PV PROJECT AT IHM, KURUKSHETRA, IHM PANIPAT, IHM ROHTAK AND IHM FARIDABAD.
- b) Estimate cost Rs. 147.20 lakh.
- c) Earnest Money Rs.2,94,400/- (To be deposited online)
- d) Security deposit 10% (Ten percent)
(including earnest money)
- e) Percentage, if any, to 10%(Ten percent)
be deducted from bills
- f) Time allowed for the work from 9 Months
the date of written order to
commence.

g) GST & Cess @ (as applicable) will be deducted on total value of work done. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provision of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Corporation or its successors in office the sums of money mentioned in the said conditions.

The sum of Rs. 2,94,400/- to be deposited online at <https://etenders.hry.nic.in> as earnest money the full value of which is to be absolutely forfeited to the Corporation or successors in office, Without prejudice to any other rights or remedies including action under clause 2 and 3 of the conditions of contract annexed hereto of the said Corporation or its successor in office, should I/we fail to commence the work specified in the above memorandum otherwise the said sum of Rs. 2,94,400/- shall be retained by Corporation on account of the security deposit specified in Clause 1(B) of the said conditions of contract.

Signature of Contractor

Dated the day of

Witness :

Name:-

Address

Signature of witness

I hereby accepted the tender on behalf of the Managing Director, Haryana Tourism Corporation Ltd.

Executive Engineer
Haryana Tourism Corporation

Dated The..... day of.....

a), b) If several sub works are included they should be detailed in separate list.

c) This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.

e) This percentage where no security deposit is taken will vary from 5 percent to 10 percent to the requirements of the case.

Where security deposit is taken, see note to Clause 1 of condition of contract.

* Give particulars and number.

Strike out (d) if no cash security deposit is to be taken out (e) if any cash Security deposit is taken.

* Signature of contractor before submission of tender.

* Signature of witness of contractor's signature.

* Signature of the officer by whom accepted.

Contractor

Witness

Executive Engineer

CONDITION OF CONTRACT

Security Deposit

* This will be the same percentage as that in the tender at (c).

CLAUSE 1:

The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit Corporation at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest moneys deposited by him) amount to 10 percent of all money so payable. Such deduction to be held by Corporation by way security deposit. All compensation or other sums of money payable by the contractor to Corporation under the terms of his contract may be deducted from the security deposit account of from any sums which may be due or may become due to the contractor by Corporation on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Haryana Tourism Corporation securities endorsed as aforesaid any sum or sums which may have been deducted from his security deposit or and part thereof.

CLAUSE 2:

Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which, written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer incharge may levy on the amount of the estimated cost to the whole work as shown by the tender for everyday that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete, one fourth of the whole of the work before one fourth on the whole time allowed under the contract has elapsed and one half of the work before one half of the such time has elapsed and three –fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation amount equal to one percent which the Executive Engineer-in-Charge may levy on the said estimated cost of the whole work for everyday the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The Managing Director representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

CLASUE 3 :

Action when whole of security deposit is forfeited.

In any case in which under any clause or clauses in this contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments), the Executive Engineer on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to interests of Haryana Tourism Corporation :-

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Haryana Tourism

Contractor

Witness

Executive Engineer

Corporation.

- b) To employ labour paid by the Corporation and to supply materials to carry out the work, or any part of work debiting the contractor with the cost of the labour and the price of the materials (of the amount of such cost and price a certificate of Executive Engineer shall be final and

conclusive, against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by contractor under the terms of the contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted out of his hands and to give to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work had been executed by him of the amount of such excess, the certificate in writing of EXECUTIVE ENGINEER shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by Corporation under the contract or otherwise or from his security deposit.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entered into any engagement or made any advances on account or with a view to the execution of the work for the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract, unless and until the Executive Engineer have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

CLAUSE 4:

In any case in which any of the powers conferred upon Executive Engineer by clause 3 thereof shall have become exercisable and the same not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall not withstanding be exercisable in the event of any future case of default by the contractor for which by any clauses or clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensations shall remain unaffected. In the event of the Executive Engineer exercising putting in force either of the powers (a) or (c) vested in him under the proceeding clause he may, if he so desires, take possession of all or any tools, materials, and store in or upon the works, or the site thereof belonging to the contractor or procured by him and intend to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be

Contractor remains liable to pay compensation if action not taken under clause 3.

certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools and plant, material or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the

Power to take possession of or require removal or sell contractor's plant.

Contractor

Witness

Executive Engineer

Executive Engineer as to the expense of any such removal and the amount of the proceeds and expenses any such sale shall be final and conclusive against the contractor.

CLAUSE 5:

If the contractor shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to Executive Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid,

and the Chief Engineer/ Executive Engineer shall if in his opinion (which shall be final) reasonable grounds have been shown, therefore authorize, such extension of time, if any, as may in his opinion be necessary or proper.

CLAUSE 5 (a)

Extension of times,
Contractor to submit a return every month on any work claimed as extra.

The contractor shall deliver in the office of the Executive Engineer on or before the 10th day of every month during the continuance of work covered by this contract, a return showing details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in the *District for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising, which at the date thereof he has or may claim to have against the Executive Engineer under or in respect of or in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

*District rates mean the HTC/ P.W.D. Building & roads Branch, rates for that District.

CLAUSE 6 :

Final Certificate

Without prejudice to the right of H.T.C. under any clause hereinafter contained completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed of scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, walls or floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the Execution thereof, and the measurements in said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

Contractor

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Executive Engineer

CLAUSE 7:

No payment shall be made for works estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousands the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected or be considered as an admission

the due performance of the contractor any part there of in any respect or the acquiring of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under the conditions, or in any other way as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer in charge's certificate of the measurement and to the total amount payable for the work accordingly shall be final on all parties.

Payment on intermediate certificate to be regarded as advances.

CLAUSE 8 :

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for the work executed in the previous month, and Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, if possible, before the expiry of ten days from the presentations of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor, whose counter-signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be submitted monthly.

CLAUSE 9 :

The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the charge in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms.

CLAUSE 10:

If the specification of estimated of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain store to be provided by Engineer-in-charge (such materials and stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this control, specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and

Contractor

Witness

Executive Engineer