सी.एस.आई.आर.-राष्ट्रीय वनस्पति अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) राणा प्रताप मार्ग, लखनऊ-२२६००१

C.S.I.R-NATIONAL BOTANICAL RESEARCH INSTITUTE

(Council of Scientific & Industrial Research) Rana Pratap Marg, Lucknow-226001

<u>आवरण पृष्ठ</u> Cover Page

निविदा प्रलेख

Tender Documents

कार्य का नाम:- Supply, Fabrication and installation of 2 (two) nos Poly House (Naturally ventilated) at Amrut Biodiversity Park at New Delhi.

निविदा आमन्त्रण सूचना सं**0 / NIT No.:-** : 1/WKS/23/23-GL

अनुमानित लागत / Estimated Cost- : Rs.15,43,638/-

निविदा खुलने की तिथि / Date of Bid Opening:- :23.01.24 at 11:00 A.M.

सी.एस.आई.आर.-राष्ट्रीय वनस्पति अनुसंधान संस्थान (वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद)

C.S.I.R.-NATIONAL BOTANICAL RESEARCH INSTITUTE,

(Council of scientific & Industrial Research)

File No. 1/WKS/23/23-GL

कार्य का नाम:- Supply, Fabrication and installation of 2 (two) nos Poly House (Naturally ventilated) at Amrut Biodiversity Park at New Delhi.

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1.	Cover Page	01 No.
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3.	Notice inviting tender (हिन्दी एवं अंग्रजी)	06 Nos.
4.	Instructions for Online Bid Submission	01 No.
5.	Appendix	01 No.
6.	Particular of the contractor	01 No.
7.	General Conditions of contract (हिन्दी एवं अंग्रजी)	31 Nos.
8.	Special and Other conditions (हिन्दी एवं अंग्रजी)	24 Nos.
9.	Schedule of work and quantity	04 No.
10.	Undertaking by the bidder	01 No.
11.	Drawings	01 Nos

Note:- Tenderer should confirm that they have received/downloaded all the above papers

सी.एस.आई.आर.-राष्ट्रीय वनस्पति अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) राणा प्रताप मार्ग, लखनऊ-२२६००१

ई-निविदा आमंत्रण सूचना

- 1. ऐसे प्रतिष्ठित ठेकेदारों से मद—दर ई—निविदा, "Supply, Fabrication and installation of 2 (two) nos Poly House (Naturally ventilated) at Amrut Biodiversity Park at New Delhi" कार्य के लिए ई—निविदा पोर्टल https://etenders.gov.in के माध्यम से ऑनलाइन आमंत्रित की जाती हैं, जिन्होंने CPWD, MES, रेलवे, पोस्ट और टेलीग्राफ, राज्य निर्माण विभाग, सरकारी/अर्द्धसरकारी संस्थाओं, सीएसआईआर या इसकी प्रयोगशालाओं के लिए समान प्रकृति* के कार्य सफलतापूर्वक किए हैं। निविदाकर्ताओं को 40% रू 6.18 लाख के तीन समान प्रकृति के कार्य अथवा 60% रू 9.27 लाख के दो समान प्रकृति के कार्य अथवा 80% रू 12.35 लाख या उसके अधिक की अनुमानित लागत का कम से कम एक कार्य, एक ही अनुबंध में, सफलतापूर्वक पिछले 7 वर्षों में पूर्ण किया है। ठेकेदार पैन, जीएसटी पंजीकरण संख्या, संतोषजनक कार्य पूर्णता प्रमाण पत्र की प्रतियों के साथ उपरोक्त शर्तों को पूरा करने के प्रमाण के साथ आवेदन कर सकते हैं।
- *समान प्रकृति के कार्य से तात्पर्य पॉली हाउस, शेड नेट हाउस आदि संरचना की स्थापना से है।
- 2. ठेकेदार उपरोक्त दस्तावेजों की स्कैन प्रतियों के साथ ई-पोर्टल के माध्यम से आवेदन कर सकतें है, और यदि आवश्यक हुआ तो किसी भी समय मूल प्रति प्रस्तुत करना होगा।

क्रम सं0	निविदा संख्या	अनुमानित लागत (रूपये में)	कार्य पूर्ण होने का समय	धरोहर राशि (रूपये में)	प्रकाशन तिथि	बोली दस्तावेज डाउनलोड / बिक्री प्रारम्भ	बोली प्रस्तुत करने की अंतिम तिथि	बोली खोलने की तारीख और
1.	1/WKS/23/23 -GL	15,43,638/= CPWD DSR-2023 (including GST & labour cess)	90 Days	30,873/-	16.01.24	तिथि और समय 16.01.24 from 11:30 AM	और समय 22.01.24 Up to 10:30 A.M.	समय 23.01.24 at 11:00 A.M.

- 3. रु. 30,873 /— की ईएमडी निदेशक, सीएसआईआर—एनबीआरआई, लखनऊ के पक्ष में आहरित डिमांड इ्राफ्ट / पे ऑर्डर / एफडीआर के रूप में या भारतीय स्टेट बैंक एन०बी०आर०आई० शाखा, लखनऊ में "National Botanical Research Institute, Lucknow, के बचत बैंक खाता संख्या 30267652846, IFSC Code: SBIN0010173, MICR Code: 226002051 में आरटीजीएस / एनईएफटी के माध्यम से जमा की गई ईएमडी की यूटीआर रसीद के रूप में जमा की जाएगी।
- 4. ईएमडी (यूटीआर रसीद/डीडी/पे ऑर्डर/एफडीआर) की स्कैन की हुई प्रति बोली प्रस्तुत करने की अवधि के भीतर बोलीदाता द्वारा ई—निविदा वेबसाइट पर तकनीकी बोली के साथ अपलोड की जाएगी। यदि डिमांड ड्राफ्ट/पे ऑर्डर/एफडीआर प्रस्तुत किया गया है तो मूलप्रति को मुख्य द्वार पर सुरक्षा अधिकारी के कक्ष में रखे गए निविदा बॉक्स में या डाक द्वारा बोली जमा करने की अधिकतम अंतिम तिथि और समय तक डाल दिया जाएगा, ऐसा न करने पर उनके प्रस्ताव को अस्वीकार कर दिया जाएगा। और सीएसआईआर—एनबीआरआई किसी भी तरह से डाक में देरी के लिए जिम्मेदार नहीं होगा।
- 5. इच्छुक बोलीदाताओं द्वारा प्रस्तुत ऑनलाइन बोलियां केवल उन्हीं बोलीदाताओं की खोली जाएंगी जिन्होंने ईएमडी उक्त तरीके से जमा कर दी है।
- 6. निविदाकार को दस्तावेजों के सत्यापन के लिए पूर्णता प्रमाण पत्र जारी करने वाली एजेंसी के नाम और टेलीफोन नंबरों को इंगित करना होगा और यदि आवश्यक हो तो समान प्रकृति की मदों के सत्यापन के लिए किए गए कार्य का बीओक्यू प्रस्तुत करना होगा। यह ध्यान दिया जा सकता है कि मूल्य बोली खोलने के बाद भी प्रस्तुत किए गए प्रमाण पत्र झूठे/जाली पाए जाते हैं तो, प्रस्तुत किए गए प्रस्ताव को सीधे तौर पर खारिज कर दिया जाएगा। इसके लिए निविदाकर्ताओं से कोई और स्पष्टीकरण नहीं मांगा जाएगा।

- 7. बोली के रूप में प्रस्तुत किए जाने वाले आवश्यक दस्तावेजों को समझने के लिए कृपया निविदा विज्ञापन और निविदा दस्तावेज को ध्यान से देखें। कृपया उन कवरों की संख्या पर ध्यान दें जिनमें बोली दस्तावेज जमा किए जाने हैं, दस्तावेजों की संख्या प्रत्येक दस्तावेज के नाम और सामग्री सहित, जिसे जमा करने की आवश्यकता है, इनमें से कोई भी विचलन बोली को अस्वीकार कर सकता है। कृपया बोली जमा करने से पहले संलग्न "ऑनलाइन बोली प्रस्तुत करने के दिशा—निर्देश" को ध्यान से पढ़ें।
- 8. इच्छुक निविदाकारों को सलाह दी जाती है कि वे अपनी बोली जमा करने से पहले निविदा दस्तावेज के संबंध में प्रकाशित किसी भी शुद्धिपत्र/निर्देश/सूचना को ध्यान में रखें।
- 9. निविदा की वैधता अविध स्वीकृति और कार्य देने के उद्देश्य से निविदा खोलने की तिथि से 90 दिनों की अविध के लिए रहेगी, 90 दिनों से अधिक की वैधता आपसी सहमति पर होगी।
- 10. निविदाकर्ता को सीएसआईआर की संबंधित इकाई में कार्य के लिए निविदा देने की अनुमित नहीं दी जाएगी जिसमें उसका रिश्तेदार प्रशासन नियंत्रक और किनष्ट अभियंता (दोनों सिमलित) के बीच ग्रेड में तैनात है। वह उन व्यक्तियों के नाम भी सूचित करेगा जो उसके साथ किसी भी क्षमता में काम कर रहे हैं या बाद में उसके द्वारा नियुक्त किए गए हैं और जो ऊपर बताए गए अनुसार रिश्तेदार हैं। टिप्पणी: एक व्यक्ति को रिश्तेदार या अन्य माना जाएगा, और केवल अगर (ए) वे एक हिंदू अविभाजित परिवार के सदस्य हैं या (बी) वे पित और पत्नी हैं, या (सी) एक संबंधित है अन्य निम्नलिखित तरीके से, पिता, माता (सौतेली माँ सिहत), पुत्र (सौतेले पुत्र सिहत), पुत्र की पत्नी, पुत्री की पुत्री सिहत) पुत्र का पुत्र, पुत्र की पुत्री, पुत्र की पुत्री को पुत्री बेटी का पित, भाई (सौतेले भाई सिहत)। भाई की पत्नी बहन (सौतेली बहन सिहत), बहन का पित।
- 11. निविदाकर्ता साइट की पहुंच, प्रकृति और जमीन की सीमा, साइट और इलाके की काम करने की स्थिति सिहत सयंत्र और उपकरण की स्थापना और सामग्री की स्थापना आदि के संबंध में शर्तों के बारे में पूरी तरह से परिचित होने के लिए साइट का निरीक्षण करेगा। निविदा डालने से पहले संस्थान द्वारा किसी भी परिस्थिति में आवास और कार्य निष्पादन की गतिविधियों को प्रभावित करने वाली शर्तों पर विचार नहीं किया जाएगा।
- 12. यदि ठेकेदार कार्य सौंपे गए पत्र में उल्लिखित अवधि के भीतर कार्य प्रारंभ करने में विफल रहते हैं तो बयाना राशि जब्त कर ली जाएगी।
- 13. निविदाकर्ता दरों और राशियों को उद्धृत करने के अलावा कोई शर्त नहीं लगाएगा या ऑन लाइन निविदा प्रपत्र में कोई परिवर्तन, परिवर्धन और संशोधन नहीं करेगा। निविदाकर्ता जो छूट की पेशकश करना चाहता है, यदि कोई हो, तो उसे अलग कवरिंग लेटर में उल्लेख करना होगा और इसे निविदा दस्तावेजों के साथ संलग्न करना होगा।
- 14. यदि यह पाया जाता है कि निविदा उचित तरीके से प्रस्तुत नहीं की गई है या इसमें बहुत अधिक सुधार या मद की बेतुकी दरें हैं, तो विभाग के लिए उपयुक्त कार्रवाई करने का अधिकार होगा।
- 15. ठेकेदार को अनुसूची की सभी मदों के लिए उद्धृत करना होगा अन्यथा उनकी निविदाओं को अपूर्ण माना जायेगा।
- 16. नवीनतम सी०पी०डब्ल्य0ूडी० दिशा—निर्देशों का पालन किया जाएगा।
- 17. कार्य सौंपे जाने के बाद ठेकेदार को कार्य के लिए प्रतिनियुक्त किए जाने वाले पर्यवेक्षी कर्मचारियों के नाम, योग्यता और अनुभव का विवरण देगा। वह साइट पर रखे जाने वाले प्रमुख औजारों और संयंत्रों की सूची भी देगा।
- 18. ठेकेदार एक अनुबंध निष्पादित करेगा और यह निविदा दस्तावेज समझौते का हिस्सा होगा।

- 19. ठेकेदार द्वारा उद्धृत दरें पूरे काम के लिये श्रम उपकर, जीएसटी @ 18% या जो भी लागू हो अन्य सभी कर और शुल्क आदि सहित होगी उद्धृत दरों के अलावा कुछ भी अतिरिक्त देय नहीं होगा। सरकार द्वारा लागू वैधानिक कटौती, जीएसटी आदि पर टीडीएस जो भी लागू है ठेकेदार के बिल से कटौती की जायेगी। ठेकेदारों से अनुरोध है कि वे निविदा मदों की दरें उद्धृत करने के लिए अनुबंध की सामान्य शर्तों के खंड संख्या 5 का संदर्भ लें।
- 20. निविदाकर्ता को ड्राइंग को देखना चाहिए और संदेह के मामले में आवश्यक विवरण इंजीनियर से प्राप्त करना चाहिए, जो किसी भी तरह से उसकी निविदा को प्रभावित कर सकता है क्योंकि किसी भी कथित अज्ञानता के लिए किसी भी दावे पर विचार नहीं किया जाएगा।
- 21. DEFECTS LIABILITY PERIOD (दोष दायित्व अवधि) नियोक्ता द्वारा प्रमाणित कार्य समाप्ति की तिथि से बारह महीने होगी।
- 22. सुरक्षा जमाः बिल की कुल राशि का 10% की दर से ठेकेदार के प्रत्येक चालू बिल से तब तक कटौती की जाएगी जब तक कि बयाना राशि के रूप में जमा की गई राशि के साथ कार्य के निविदा मूल्य के 5% की सुरक्षा जमा राशि नहीं होगी। इसके अतिरिक्त ठेकेदार को उसे जारी किए गए अवार्ड पत्र में कार्य प्रारम्भ करने के लिए निर्धारित अविध के भीतर निष्पादन सुरक्षा के रूप में अनुबंध के निविदा मूल्य के 5% के बराबर राशि जमा करनी होगी।
- 23. क्षतिपूर्तिः प्रति सप्ताह का कार्य यदि प्रारम्भ न हुआ हो या समाप्त न हुआ हो या कार्य कि नियत मात्रा नियत तिथि के बाद अधूरी हो तो समझौते में दर्शायी गयी पूरे कार्य की राशि पर नियोक्ता द्वारा लिए गए निर्णय के अनुसार (जिसका लिखित निर्णय अंतिम होगा) संविदाकार क्षतिपूर्ति के रूप में 1 % के बराबर राशि अथवा उससे कम राशि का भुगतान करेगा। क्षतिपूर्ति के लिए भुगतान की जाने वाली राशि समझौते में कार्य के लिए दर्शायी गई अनुमानित राशि के 10 % से अधिक नहीं होगी।
- 24. नियोक्ता सबसे कम या किसी भी निविदा को स्वीकार करने के लिए बाध्य नहीं है और पूरी निविदा या उसके किसी भी हिस्से को स्वीकार करने का अधिकार सुरक्षित रखता है और निविदाकार उद्धृत दरों पर ऐसा करने के लिए बाध्य होगा।
- 25. निविदाओं के संबंध में पक्ष—प्रचार (कन्वेसिंग) नहीं किया जायेगा और कन्वेसिंग करने वाले ठेकेदार द्वारा प्रस्तुत की गई निविदाएं रदद की जा सकती हैं।
- 26. कार्य के निष्पादन के दौरान सभी सुरक्षा और एहितयाती उपायों के सी0पी0डब्ल्य0ूडी0 मानदंडों के अनुसार सभी सुरक्षा उपायों का पालन किया जाना चाहिए। किसी भी प्रकार की दुर्घटना / घटना आदि के लिए केवल ठेकेदार ही पूरी तरह से जिम्मेदार होगा।
- 27. निदेशक, एनबीआरआई बिना कोई कारण बताए किसी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।
- 28. अंग्रेजी और हिन्दी संस्करण के बीच किसी भी विसंगति के मामले में अंग्रजी संस्करण मान्य होगा।

सी.एस.आई.आर.-राष्ट्रीय वनस्पति अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) राणा प्रताप मार्ग, लखनऊ-२२६००१

C.S.I.R-NATIONAL BOTANICAL RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)
Rana Pratap Marg, Lucknow-226001

NOTICE INVITING E-TENDER

1. Online item rate e-tenders are hereby invited through the e-tendering portal "https://etenders.gov.in" for the work of "Supply, Fabrication and installation of 2 (two) nos Poly House (Naturally ventilated) at Amrut Biodiversity Park at New Delhi." from reputed contractors having worked with CPWD, MES, Railways, Post & Telegraph, State PWD's, Semi government/Govt. organizations or from those who have successfully carried out similar works* for CSIR or its laboratories. The tenderers should have successfully completed at least three similar works amounting to 40 % (Rs.6.18 lakhs) or two similar works of 60 % (Rs. 9.27 lakhs) or at least one work amounting to 80 % (Rs.12.35 lakhs) value of the estimated cost or above in a single contract during the last Seven years. The contractors may apply with proof of fulfilling the above conditions along with copies of PAN, GST registration number, satisfactory work completion certificates.

*Similar work means installation of Poly House, Shade Net House etc. structure.

2. The contractor may apply through e-portal with scanned copies of above documents, and original may produce if required at any time.

Sl. No	Tender No.	Estimated Cost (Rs.)	Time of Completion of work	Earnest Money Deposit (Rs.)	Publish Date	Bid Document Download/ Sale start Date	Bid Submission End Date & Time	Bid Opening Date & Time
1.	1/WKS/23 /23-GL	15,43,638/= CPWD DSR-2023 (including GST & labour cess)	90 Days	30,873/-	16.01.24	16.01.24 from 11:30 AM	22.01.24 Up to 10:30 A.M.	23.01.24 at 11:00 A.M.

- 3. EMD of Rs.30,873/- shall be deposited in the form of Demand Draft/Pay Order/FDR drawn in favor of Director, CSIR-NBRI, Lucknow or UTR receipt of EMD deposited through RTGS/NEFT in State Bank of India NBRI branch, Lucknow in the account of "National Botanical Research Institute, Lucknow, Saving Bank Account No.30267652846, IFSC code: SBIN0010173, MICR code: 226002051."
- 4. The scanned copy of EMD (UTR Receipt /DD/Pay Order/FDR) shall be uploaded along with Technical Bid to the e-tendering website by the bidder within period of bid submission. If Demand draft/Pay order/FDR has submitted then the original be dropped in tender box placed in the Room of Security Officer at main gate or by post, **latest by the last date & time of submission of bid** failing which their offer shall be rejected and CSIR-NBRI will not be responsible for postal delay in any manner.
- 5. Online bids submitted by intending bidders shall be opened only of those bidders who have deposited the EMD in said manner.
- 6. The tenderer has to indicate the name & telephone numbers of issuing agency of the completion certificates to enable the verification of the documents and will produce BOQ of work done for verification of similar nature items, if required. It may be noted that even after opening of price bid, the credential submitted are found to be false/forged, the offer submitted shall be rejected out rightly. No further clarification will be sought from the tenderers.

- 7. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted, any deviations from these may leads to rejection of the bid. Please read carefully the annexed "Instructions for Online Bid Submission" before submission of bid.
- 8. Intending tenderers are advised to take in to account any corrigendum/Instructions/Information's published in respect of tender document before/submitting their bids.
- 9. Validity period of the tender shall remain for a period of 90 DAYS from the date of opening of tender for the purpose of acceptance and award of work, Validity beyond 90 days shall be on mutual consent.
- 10. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.

 NOTE: A person shall be deemed to be relative or another if, and only if (a) they are members of a Hindu undivided family or (b) they are husband and wife, or (c) the one is related to the other in the following manner, Father, Mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter) Son's Son, Son's daughter, Sons' daughter husband, daughter's husband, daughter's son's wife, daughter's daughter, daughter's husband, Brother (including step brother), Brother's wife sister (including step sister), sister's husband.
- 11. The tenderer shall inspect the site to acquaint himself fully about the conditions in regard to accessibility of site, nature and extent of ground, working conditions of site and locality including stacking of materials installations of tools and plants etc. Before tendering the tender the conditions effecting accommodations and movements of execution of work shall not be entertained by the institute under any circumstances.
- 12. Earnest Money will be forfeited if the contractors fail to commence the work within the period as mentioned in the work awarded letter.
- 13. The tenderer shall not impose any conditions or make any changes, additions, alterations and modifications in the on line tender form except quoting rates and amounts. Tenderer who desires to offer rebate, if any, shall mention in the separate covering letter and attach it with the tender documents.
- 14. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates of item, it would be open for the department to take suitable action.
- 15. Contractor must quote for all the items of the schedule otherwise their tenders are likely to be treated as incomplete.
- 16. The latest CPWD specifications shall be followed.
- 17. After award of work the contractor shall give the names, qualifications and detail of experiences of the supervisory staff to be deputed for the work. He shall also give a list of the major tools and plants to be deployed at the site.
- 18. The contractor shall execute an agreement and this tender document shall be part of the agreement.
- 19. Rates quoted by contractor shall be for complete work including labour cess, GST @ 18% or as applicable and all other taxes & duties etc. nothing extra shall be payable other than quoted rates. Statutory deduction, TDS on GST etc. as applied by the Govt. will be deducted from the contractor's bill, if required. Contractors are requested to refer clause no.5 of General conditions of contract for quoting rates of tender items.

- 20. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
- 21. DEFECTS LIABILITY PERIOD. Twelve months from the date of completion as certified by the Employer.
- 22. SECURITY DEPOSIT: A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as Earnest Money, will amount to Security Deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance security within the period prescribed for commencement of work in the Letter of Award issue to him.
- 23. COMPENSATION: Contractor shall pay as compensation as amount equal to one percent of such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement for every week that the work remains uncommented or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed 10% of the estimate cost of the work as shown in the agreement.
- 24. The employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 25. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
- 26. All safety measures to be followed as per the CPWD norms of safety and precautionary measures during execution of work. For any misshaping / incident etc. the contractor alone will be solely responsible.
- 27. Director, NBRI reserves the right to reject any or all the tenders without assigning any reason thereof.
- 28. In case of any discrepancy between the English & Hindi Version, the English Version shall prevail.

Instructions for Online Bid Submission:

Prospective tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal https://etenders.gov.in and they must have Digital Signature Certificate (DSC) of appropriate class.

The tenderer shall submit their tender only at CPP-portal in two separate cover parts i.e. **Cover-I as a Technical Bid** and **Cover-II as Price Bid** as per following details.

Technical Bid (Cover-I) containing scanned copy of EMD Fee etc.

The lists of scanned copies of following documents are to be furnished/uploaded by the Contractor along with <u>Technical Bid</u> as per the tender documents for pre qualification:

- I. Demand Draft/Pay Order/Banker's Cheque/FDR or UTR receipt of RTGS/NEFT against deposit of EMD.
- II. Certificate of registration under GST as per NIT stipulation. If the bidder has not obtained GST registration in the State of UP then in such a case the bidder shall upload following undertaking with the bid documents "If work is awarded to me, I/we shall obtain GST registration certificate within 20 days from the date of receipt of award letter or before submission/payment of 1st R.A. bill."
- III. Work completion/experience certificates of required value of similar works done.
- IV. PAN Card.
- V. Partnership deed, in case of partnership firm.
- VI. The entire tender document of Technical Bid must be uploaded duly signed and stamped by the bidder.
- VII. Scanned copy of signed Undertaking by the Bidder for unconditional acceptance of conditions and any other papers ask for in the bidding documents.

Note: The acceptance / rejection of their bids will be intimated to the bidders/ firms through e-tendering portal.

Price Bid (Cover-II)

The price bid shall be uploaded with following document in Cover-II:

I. All rates shall be quoted in the format provided (xls. Only) and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Note: Uploading of bid documents in location other than specified above shall not be considered. The bid documents received in hard copy will stand rejected.

सी.एस.आई.आर.-राष्ट्रीय वनस्पति अनुसंधान संस्थान (वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद) C.S.I.R.-NATIONAL BOTANICAL RESEARCH INSTITUTE,

(Council of scientific & Industrial Research)

Appendix

1.	Defect liability period	Twelve Months from the date of Virtual completion as
		certified by the engineer-in-Charge.
2.	Time of completion	90 Days Only
3.	Minimum value of work	5.00 Lakhs. Or less Bill at the discretion of the Engineer -In-
	interim certificate	Charge.
4.	Earnest Money	Rs.30,873/- (Rs. Thirty Thousand Eight Hundred Seventy
		Three Only)
5.	Performance Security	5% of the tendered value of work to be deposited by
		successful tenders before execution of agreement.
6.	Liquidated dames for	1% per week of the total cost of the work awarded subject
	insufficient progress of work	to a maximum of 10% of the gross value of the work done or
	(Clause 23-B)	cost of work awarded whichever is more.
7.	Subsequent retention	Sufficient sum to make up 10% of the value of work done
		inclusive of earnest money subject to maximum of 5% of the
		tendered value are gross value of work done, whichever is
		more.
8.	Time of submission of final	Three months from the date of virtual completion.
	bill by the contractor.	

सी.एस.आई.आर.-राष्ट्रीय वनस्पति अनुसंधान संस्थान (वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद)

C.S.I.R.-NATIONAL BOTANICAL RESEARCH INSTITUTE,

(Council of scientific & Industrial Research)

Particulars of Contractor

Name of Contractor	: Mr					
Firm of Contractor	: M/s					
Telephone No. (office)	:					
Office Address	:					
Residential Address	:					
As the firm limited	: YesUse/No					
Give name and address of	partners:-					
<u>Name</u>	<u>Address</u>					
a)						
b)						
c)						
d)						
Partnership deed	: Please enclose with tender					
Name of Bankers	: M/s					
Power of attorney	: Enclosed attested copy/original power of attorney in case of					
firm.						
State: Name and address o	of person holding power of attorney:					
Name	:					
Address	:					
Registration particulars	:					
a) Registered with	:					
b) Registered No.	·					
c) Financial limit upto	:					
which registered	:					
d) Trade for which registr	ation ·					

संविदा की सामान्य शर्ते

- 1 निर्वचनः
- (क) इन शर्तों में विनिर्देशनों पात्रा अनुसूची, निविदा, विशेष शर्तों एवं करार का अर्थ करते समय निम्नलिखित शब्दों का अर्थ वही होगा जो यहां पर नीचे दिया गया है जब तक कि विषय या संदर्भ से ऐसा अन्यया अपेक्षित न हो:
- (ख) इस संविदा में करार की शर्ते, संविदा की सामान्य शर्ते, विशेष शर्ते, अतिरिक्त विशेष शर्ते, माल अनुसूची -विनिर्देशन, निविदा स्वीकृति पत्र और इसमें संलग्न शीट में उल्लेखित अन्य प्रलेख और वे प्रलेख भी शामिल किए जायेगें जिनका यहां केवल संदर्भ ही दिया गया है।

कार्य या निमार्ण कार्यः का अर्थ मात्रा अनुसूची विनिर्देशनों में दिए गए उन सभी कार्य/निर्माण कार्यों तथा इस तरह के अन्य कार्य या निर्माण कार्यों से होगा जो इस संविदा के तहत संविदाकार को सींपे जा सकते हैं।

इंजीनियरः का अर्थ होगा नियोक्ता द्वारा नियुक्त वह व्यक्ति जो कार्य की देखभाल करेगा और संविदा में दी गई अन्य ड्यूटी निष्पादित करेगा।

संविदाकार: से तालर्ग उस व्यक्ति फर्म या कंपनी से है भले ही वह नियमित हो या न हो जिसने निर्माण कार्य की जिम्मेदारी ली है और इसमें विधि प्रतिनिधि अयवा इस प्रकार का कोई व्यक्ति अथवा इस प्रकार की फर्म या कम्पनी चलाने वाला अथवा इस प्रकार की फर्म या कम्पनी का उत्तराधिकारी एवं इस प्रकार के व्यक्ति या फर्म कम्पनी के अनुज्ञात सम्मुद्धिती शामिल होंगे

कार्यस्थलः का तालर्थ संविदा के कार्य स्थान से होगा तथा इसमें इस स्थान पर बनी हुई कोई इनारत तथा ढांचा सम्मिलित होगा तथा इसके अलावा इसमें वह समीपवर्ती भूमि भी शामिल होगी जो कि नियोक्ता या इंजीनियर द्वारा निविदाकार को प्रयोग के लिए आवंटित की गई है।

क्षतिपूर्तिः किसी भी शर्तों के अधीन श्रतिपूर्ति के रूप में देयं सिश उचित श्रतिपूर्ति मानी जाएगी, जिसमें उठाए गए वास्तविक घाटे या नुकसान तथा कोई हानि हुई है अथवा नहीं, इस बात पर ध्यान नहीं दिया जाएगा। यहां "व्यक्ति" शब्द में फर्म और कारपोरेशन शामिल है, निर्माण कार्यों में एक वचन का अर्थ बहुवचन से भी हो सकता है और इसके विपरीत वहुवचन का एक वचन से भी हो सकता है, वहां संदर्भ में ऐसा अपेक्षित हो। सुविधा के लिए खण्डों के शीर्षक दिए गए है लेकिन इससे खण्ड का अर्थ व कार्य क्षेत्र सीमित नहीं होगा।

- 2. आरेखण तथा विनिर्देशनः
 - संविदाकर पूरे कार्य को और उसके हर माग को अधिकतम सारवान और कार्यकुशन तरीके से तथा सामग्री और अन्यया दोनों ही के संबंध में हर प्रकार से विनिर्देशनों के अनुसार निष्पादित करेगा। ठेकेदार कार्य के संबंध में इंजीनियर द्वारा दिए गए डिज़ाइनों आरेखनों एवं अनुदेशों पर पूर्णतः और निष्ठापूर्वक कार्य करेगा। संविदाकार को इन विनिर्देशों और डिज़ाइनों ओरेखनों और अनुदेशों की एक प्रति निःशुल्क दी जाएगी जो मुद्रित प्रकाशनों में शामिल नहीं है।
- संविदाकारं द्वारा सभी आवश्यक वस्तुएं मुद्देया करानाः
- (क) संविद्याकार कार्य के उचित निष्पादन के लिए अपने खर्च पर राव सामग्री (उस सामान को छोड़कर जी संविद्या के अनुसार नियोक्ता द्वारा उपलब्ध कराया जाना हो) संयंत्र, औजारों, उपकरण, सीढ़ियों, पाड़, अस्थायी सामान इत्यादि की व्यवस्था करेगा। चाहे वह मूल, परिवर्तित या प्रतिस्थापित हो और चाहे संविदा के भागरूप या वितिर्देशों अथवा अन्य दस्तावेजों से सम्मितित जो किसी ऐसे विषय के बारे में इंजीनियर की अपेहाओं को पूरा करने या उनका अनुपालन करने के प्रयोजन के लिए आवश्यक हों, जिनके बारे में वह इन शर्ती के अधीन इस बात का हकदार है या जिनकी वह कार्य स्थल और वहां से उनके लाने ले जाने सहित अपेक्षा करने को हकता है। संनिदाकार साथनों और सामग्री सहित अपेक्षित व्यक्ति विशा किसी प्रभार के करेगा जो निर्माण

कार्य आरम्भ करने और किसी भी समय और समय-समय पर कार्य अथवा सामग्री की गणना तौल और माप अथवा जांच करने में सहायता देने के लिए आवश्यक हों। उसके ऐसा न कर सकने पर इंजीनियर संविदाकार के खर्च पर उसकी व्यवस्था कर सकेगा और जो व्यय होगा उसकी कटौती संविदा के अधीन संविदाकार को देय किसी सिश में से और/या उसकी जमा प्रतिभृति में से की जा सकेगी।

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- (ख) संविदाकार निर्माण करने के लिए आवश्यक पानी की उचित व्यवस्था स्वयं अपने खर्च पर करेगा। लेकिन फिर भी नियोक्ता पाइप वाले पानी की पूर्ति करता है तो संविदाकार इलैक्ट्रिकल, एयर कन्डीशर्निंग और फर्नींचर के कार्य को छोड़कर किए गए शेष कार्य की छुल कीमत के एक प्रतिशत की दर से भुगतान करेगा। संविदाकार पानी के कनेक्शन के लिए और नियोक्ता के आपूर्ति स्रोत से पाइप लाइन डालने की व्यवस्था स्वयं करेगा। यह स्पष्ट रूप से समझ लिया जाना चाहिए कि नियोक्ता निना किसी रुकावद के पानी की पूर्ति की गारन्दी नहीं लेता और पानी की नालियों में किसी तरह की अस्थायी खराबी होने पर संविदाकार अपने खर्च पर पानी की व्यवस्था करेगा ताकि पानी के अभाव में कार्य की प्रगति में किसी प्रकार की रुकावट न आए। इस तरह की किसी खराबी के कारण हुए लर्च को वापस किए जाने की ख़्या तालाब से पानी लेने की व्यवस्था करने की अनुपति मेल जाती है तो उसे इन सोतों से पानी लेने का कोई भुगतान नहीं करना होगा लेकिन यदि इन सोतों को कोई क्षति होती है तो सावदाकार उसे ठीक कराएगा और यह पुनिश्चित करेगा कि निर्माण कार्य में प्रयोग किए गए पानी की गुणवत्ता बीआइएस कोड के अनुरूप है और किसी प्रकार के शोधन की व्यवस्था वह अपने खर्च पर करेगा।
- (ग) संविदावार को निर्माण कार्य के लिए पानी लेने के संबंध भें नियोक्ता की जमीन पर अस्थायी कुएंबनाने की अनुमति तभी दी जाएगी जब उसके पास नियोक्ता की लिखित अनुमति होगी। इसके लिए संविदाकार से कोई प्रधार नहीं लिया जाएगा लेकिन ठेकेवार किसी प्रकार की दुर्घटना होने से रोकने या भवन, सहकों और सर्निस लाइन में किसी प्रकार के नुकसान को रोकने के लिए सुरक्षा प्रबन्ध करेगा। निर्माण के दौरान इस कारण हुई किसी प्रकार की दुर्घटना या क्षिति के लिए और कुओंके रखरखाव के लिए संविदाकार जिम्मेदार होगा और निर्माण कार्य पूरा होने पर कुओं को गिरा कर जमीन को पूर्ववत् करेगा।
- (ध) नियोक्ता संविदाकार द्वारा ली गयी किराबे की जमीन या अन्य स्रोत से लिए गये पानी के खर्चे के लिए उत्तरवायी नहीं होगा।
- (ड) उपलब्ध होने पर नियोक्ता पावर की आपूर्ति केवल एक पाइंट पर करेगा जहां से संविदाकार अपने खर्चे पर इलेक्ट्रिक मीटर, स्विच, फ्यूज इत्यादि लगाकर आवश्यक स्थानों पर बिजली की व्यवस्था करेगा। ये नियोक्ता की अभिरक्षा में होंगे। यदि इससे किसी और के निर्माण कार्य में बाधा आती है तो संविदाकार अतिरिक्त लागत लिए बिना इन अस्थायी लाइनों को कहीं और ले जाएगा या हटा देगा। निर्माण कार्य पूरा होने पर ये अस्थायी लाइनें हटा दी जायेंगी। संविदाकार द्वारा उपयोग की गई बिंजली की लागत नियोक्ता हारा निश्चित की गई दर के अनुसार देय होगी जिसकी कटौती चालू खाते के बिल में से की जाएगी। तथापि, नियोक्ता बिजली की आपूर्ति की गारंटी नहीं देगा और बिजली की आपूर्ति न हो पाने अथवा कम होने के लिए किसी प्रकार की क्षतिपूर्ति नहीं करेगा।
- प्राधिकारी, नोटिस एवं पेटेंट:
- (क) संविदाकार किसी भी निगम और बिजली आपूर्ति कम्पनी और उन प्राधिकारियों के विनियमों और उपनियमों के अनुसार निर्माण कार्य करेगा जिनके सिस्टम के साथ संरचना के जीड़े जाने का प्रस्ताव है तथा नक्शों, विनिर्देशनों में किसी प्रकार का परिवर्तन करने से पहले किए जाने वाले परिवर्तनों और कारणों का उल्लेख करते हुए इंजीनियर को लिखित हुए से सूचित करेगा और उसके अनुदेशों का पालन करेगा। यदि इस खण्ड के अन्तर्गत कार्य के अनुपालन में कोई ऐसा निर्माण कार्य सम्मिलित हैं जो इस संविदा में शामिल नहीं है तो वह निर्माण कार्य की उन भदों को और उनके लिए अपोक्षेत अतिरिक्त राशि को विनिर्दिए करेगा।

- संविदाकार किसी भी प्राधिकारी को दी जाने वाली उक्त विनियमों, उपनियमों से संबंधित आवश्यक सूचनाएं (图) देगा और वह उक्त प्राधिकारी या किसी सरकारी कार्यालय को पूरी फीस देगा जो निर्माण कार्य के संबंध में प्रभार्य हो सकती है और प्रतिपूर्ति के लिए बिल के साथ रसीद नत्थी करके इंजीनियर को देगा। 5.
- दरों में सभी करों का शामित होना:
- संविदाकार द्वारा कोट की गई दरों में विक्रीकर, ड्यूटी, चुंगी, मार्ग कर, रॉयल्टी और इस ठेके से संबंधित अन्य (A) सभी कर शामिल होंगे और नियोक्ता इस संबंध में किया गया किसी प्रकार का दावा स्वीकार नहीं करेगा। निविदत्त दरों में संबद्ध कानून के अन्तर्गत देय सभी टैक्स और लेवी शानिल हैं। तथापि, संविधान अधिनियम (46 वां संविधान) 1982 के अनुसार यदि कानूनी तौर पर कोई अन्य कर या लेवी टेंडर प्राप्त करने की तारीख के बाद लगाई जाती है और संविदाकार अनिवार्य और उचित रूप से कर/लेवी की अदायगी करता है तो संविदाकार को अदायगी का प्रमाण प्रस्तुत करने पर राशि की नियमानुसार प्रतिपूर्ति कर दी जाएगी बशर्ते कि नियोक्ता की राय में इस प्रकार के भुगतान से यदि कोई हो, (जिसका निर्णय अंतिम एवं भान्य होगा) संनिदाकार के नियंत्रण में कार्य के निष्पादन में कोई विलम्ब न हो।
- ্ব্ৰ) संविदाकार इस शर्त के प्रयोजन से यथावश्यक लेखाबहियां एवं अन्य दस्तावेज रखेगा और नियोक्ता के विधिवत् प्राधिकृत प्रतिनिधि को उनका निरीक्षण करने की तथा नियोक्ता को इस संबंध में यथोपेक्षित अन्य सूचनाएँ एवं दस्तावेज भी प्रस्तुत करेगा।
- (अ) संविधान अधिनियम (46वां संशोधन) 1982 के अनुसार अन्य कोई कर अथवा लेवी लगाए जाने के तीस दिन के अन्दर संविदाकार नियोक्ता को इस संबंध में एक लिखित नोदिस देगा कि तह इस शर्त तथा इससे संबंधित सभी आवश्यक सूचना के अनुसार दिया गया।
- 6. सामग्री:
- यदि विनिर्देशों या मदों की अनुसूची में यह उपबंध हो कि ऐसे सामान का प्रयोग किया जाए जो नियोक्ता के भंडार से दिया जाएगा या यदि अपेक्षित है कि संविदाकार नियोक्ता द्वारा उपलब्ध कराए गए सामान का प्रयोग करेगा, जिसका उल्लेख संलग्न सामान की सूची में किया गया है तो संविदाकार केवल संविदा के प्रयोजनों के लिए समय समय पर उसके हारा प्रयोग किए जाने के लिए अमेक्षित सामान और सामग्री प्राप्त करने के लिए आबद्ध होगा और सामग्री की उक्त अनुसूची में विनिर्दिष्ट दरों पर सप्लाई किए गए सामान का मूल्य तथा कार्य में शामिल मात्रा का मूल्य संविदाकार की संविदा के अधीन या अन्यथा उस समय देय या उसके पश्चात् देय होने चाली किन्धी राशियों में से या प्रतिभूति जमा के प्रति या उससे निकाल लिया जाएगा या काट लिया जाएगा। नियोक्ता द्वारा संविदाकार को इस प्रकार सप्लाई किया गया सारा सामान पूर्णतः नियोक्ता की सम्पंति वना रहेगा और संविदाकार इस उपलब्ध कराए गएप्राप्त किए गए सामान का द्रस्टी होगा और इस सामान को किसी भी कारण से कार्य स्थल से हटाया नहीं जाएगा उसका निपटान नहीं किया जाएगा तथा इंजीनियर अथवा नियोंक्ता द्वारा इसका किसी भी समय निरीक्षण किया जा सकेगा। संविदाकार दुलाई, भंडारण तथा सभी सामान की सुरक्षा अभिरक्षा एवं सीलन, वर्षा, धूप, आग और चोरी के कारण होने वाली क्षति से संबंधित सभी आकंस्मिक खर्च वहन करेगा तथा सामान के भंडारण एवं रखंरखाव के लिए पूर्णतः उत्तरदायी हीगा। इस तरह का कोई भी समान जो प्रयोग में न लाया गया है जो निर्माण कार्य पूरा होने के समय या ठेके की समाप्ति पर नियोक्ता या इंजीनियर की दृष्टि से अच्छी स्थिति में हो इंजीनियर द्वारा बताए गए स्थान पर संविदाकार के खर्चे पर और उपरोक्त सूची में निर्धारित दरों पर नियोक्ता को वापस कर दिया जाएगा लेकिन यदि नियोक्ता सामान वापस न लेने का निर्णय लेता है तो संविदाकार दिए गए ऐसे किसी सामान जिसका उसने प्रयोग नहीं किया है अथवा सामान की किसी भी प्रकार की वर्वादी या हर्जाने का दावा नहीं करेगा।
- (२०) यदि किसी कारणवश अनुसूची में दर्शाये गई सामग्री की आपूर्ति करने में विलम्ब हो या आपूर्ति नहीं की जाती तो संविदाकार नियोक्ता को इसकी विधिवत सूचना देकर और अनुमोदन लेकर इसे प्राप्त करेगा और निर्माण कार्य को समय पर पूरा करेगा। मूल्य का अन्तर (उपापन कीमत और अनुसूची में दर्शाई गई कीमत में) का

भुगतान संविद्याकार को किया जाएगा। तथापि, यदि नियोक्ता इसका अनुमोदन नहीं देता है, केवल उपयुक्त समय बढ़ाए जाने पर विचार किया जाएगा और नियोक्ता हारा किसी शतिपूर्ति/हजनि के दावे का भुगतान नहीं किया जाएगा।

(ग) कार्य पूरा होने के बाद अथवा संविदा-संपास/संपापन होने पर निर्माण कार्य में प्रयोग किए जाने ताले सीमेंट की अनुमानित मात्रा की गणना, सीपीडव्ल्यूड़ी द्वारा इस आशय से मुद्रित वर्तमान अनुसूची में दिए गए विमिन्न कार्य मंदों के लिए प्रयोग किए जाने वाले सीमेंट की दी गई मात्रा के आधार पर की आएगी। यदि कोई ऐसा कार्य किया गया है जिसके लिए उपयुक्त विवरण में सीमेंट की खपत का मानक नहीं दिया गया है अथवा इस विवरण से कीई परिणाम नहीं निकाला जा सकता है तो इसकी गणना इंजीनियर द्वारा निर्धारित मानक फार्मूले के आधार पर की जाएगी। सीमेंट की इस अनुमानित मात्रा के अतिरिक्त उन निर्माण कार्यों के संबंध में 3% जमा/धटा तक के अन्तर की अनुमति होगी निविदा में जिनकी अनुमानित लागत 10 लाख रुपए से अधिक नहीं है और जनभिण कार्यों के संबंध में 2% जमा/धटा तक के अन्तर की अनुमति होगी निविदा में जिनकी अनुमानित लागत 10 लाख रुपए से अधिक दी गई है। संविदाकार की वास्तव में जारी की गई मात्रा और प्राधिकृत जन्तर सिहत अनुमानित मात्रा के बीच अन्तर की राशि, संविदा पर लागू सामग्री वापस करने से संबंधित अन्य शर्तों के उपवंधों पर कोई प्रतिकृत प्रमाव डाले बिना, निर्मा दर से दुगुनी दर पर वसूल की जाएगी। इसमें पहले वताई मात्रा से कम सीमेंट की मात्रा पए जाने की स्थित में (ऊपर बताए अनुसार घटा पद्म की तरफ अन्तर की स्वीकृति देते हुए) इस प्रकार प्रयुक्त ने किए गए सीमेंट की लागत, अनुवंधित निर्गम दरों के आधार पर आर कार्यस्थल पर दुलाई प्रमार सिहत सेविदाकार से वसूल की लागत, अनुवंधित निर्गम दरों के आधार पर आर कार्यस्थल पर दुलाई प्रमार सिहत सेविदाकार से वसूल की लागत, अनुवंधित निर्गम दरों के आधार पर

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- (घ) उपरोक्त उप-खण्ड के उपबंध, स्टील-प्रति बलन या संरचनात्क स्टील सैक्शनों (प्रत्येक व्यास सैक्शन या क्षेणी पर अलग-अलग विचार किया जाएगा) के मामले में यथावश्यक परिवर्तन संहित लागू होंगे सिवाय इसके कि स्टील की अनुमानित मात्रा सह मात्रा होगी जो डिजाइन के अनुसार अमेक्षित है या जिसे इंजीनियर ने प्राधिकृत किया है, इसमें इन्हें टुकड़ों में काटने के कारण होने वाला 3%अपव्यय तथा प्रमार्जन भी शामिल होंगे। इस अनुमानित मात्रा के अतिरिक्त, इसमें अपव्यय के कारण अन्तर के रूप में 2% जमा/घटा मात्रा भी शामिल होगी।
- ड.) उपरोक्त उप-खंड के उपवंध, केबिल (भूमिगत केबिलों के अतिरिक्त) तारों, कंड्ड्ट्राजी. आइ पाइप, विभिन्न कार्य मदों में प्रयुक्त जी आई/एम एस शीटों के मामले में ययावश्यक परिवर्तन सहित लागू होंगे और इनका परिकलन भुगतान के प्रयोजन के लिए और निर्माण कार्य में प्रयुक्त सामग्री की खपत निर्धारित करने के लिए माप-बहियों में दर्ज मामों के आधार पर किया जाएगा। इस मात्रा के अतिरिक्त, केबिल (भूमिगत केबिलों के अतिरिक्त) तारों-कंड्ड्ट्राजी. आई पाइपों के मामले में कार्य निष्पादन के दौरान सामग्री के अपव्यय के लिए 5% अतिरिक्त मात्रा रखने और जी.आई/एम एस शीटों के मामले में 100% अतिरिक्त मात्रा रखने की अनुमति होगी।
- ्च) उपर्युक्त प्रावधान नियोक्ता द्वारा संविदा के अन्तर्गत निर्धारित विनिर्देशनों के अनुसार कार्य न करने के लिए संविदाकार के विरुद्ध कार्रवाई करने के अधिकार पर प्रतिकृत प्रभाव नहीं डालते हैं।
- 7. सामग्री परीक्षण:

सामान्यतः विनिर्देशनों तथा कानूनी प्राधिकारी द्वारा निर्धारित किए जाने वाले सामग्री के परीक्षण, जांच एवं कारीगरी के लिए सहायता, उपकरण, सामग्री, श्रीमंक एवं आवश्यक कोई अन्य प्रबंध अपने खर्चे पर करेगा। नियोक्ता को परीक्षण प्राधिकारी नियुक्त करने का अधिकार है। परीक्षण शुल्क सहित परीक्षण सैम्पल, इसकी पैकिंग, परिवहन व्यय का वहन संविदाकार करेगा। उसके ऐसा न कर पाने पर यह सभी सामग्री संविदाकार के खर्चे पर इंजीनियर उपलब्ध कराएगा और इस व्यय की कटौती संविदा के अन्तर्गत संविदाकार की देव किसी भी राशि में से और/अथवा जमा की गई प्रतिभूति में से अथवा प्रतिभूति से हुई आय में से अथवा उसके प्रयास अंश में से की जाएगी।

- संविदाकार के इंजीनियर/फोरमैन एवं कारीगर
- कार्य के निष्पादन के दौरान संविदाकर सभी आवश्यक व्यक्तिगत निरीक्षण की व्यवस्था करेगा और उसके बाद (面) भी इंजीनियर उस समय तक जिसे वह आवश्यक समझे, इसकी व्यवस्था करता रहेगा जब तक कि उन कमियों को दूर करने की उसकी जिम्मेदार की अवधि समाप्त नहीं हो जाती। संविदाकार सी पी डब्ल्यू डी के मानक के अनुसार इंजीनियर द्वारा अनुमोदित ऐसे सक्षम स्थल इंजीनियर/फोरमैन को नियुक्त करेगा, जिसकी योग्यता इंजीनियर द्वारा विनिर्दिष्ट अपेक्षाओं के अनुसार होगी और जो लोगों के कार्य पर लगे होने के समय कार्य की लगातार निगरानी रखेगा। इंजीनियर द्वारा स्यल इंजीनियर या फोरमैन या अन्य किसी प्राधिकृत एजेन्ट को दिए गए किसी भी प्रकार के निर्देश, स्पष्टीकरण, अनुदेश या सूचनाएं ठेकेदार पर भी लागू होंगी।
- संविदाकार इंजीनियर के अनुरोंघ पर कार्य में लगे किसी भी व्यक्ति को तत्काल बर्खास्त कर देगा, जो इंजीनियर (20) की राय में अयोग्य या अक्षम हो सकता है या जो नियोक्ता की राय में स्वयं अवचार कर सकता है।
 - 9 पहुंचः
- (क) इंजीनियर और नियोक्ता अथवा उसके प्रतिनिधि सभी उचित अवसरी पर कार्य तथा/अथवा कार्यशालाओं या किसी ऐसे स्थान पर, जहां पर संविदा के लिए सामग्री तैयार की जा रही हो, स्वतंत्र रूप से जा सकेंगे तथा किसी ऐसे स्थान पर भी जा सकेंगे जहां सामान पड़ा हुआ है या जहां से सामान प्राप्त किया जा रहा है तथा संविदाकार उनको निरीक्षण के लिए प्रत्येक सुविधा प्रदान करेगा। सरकारी प्राधिकारियों के प्रतिनिधियों या ऊपरलिखित व्यक्तियों के अलावा किसी भी व्यक्ति को निर्माण कार्य के स्थान पर इंजीनियर की अनुमति के बिना किसी भी समय नहीं ज़ाने दिया ज़ाएशा।
- (হ্ৰা) यदि कोई कार्य कार्य-स्थल के अलावा किसी अन्य स्थान पर किया जाना है तो ऐसा करने के लिए संविदाकार इंजीनियर से लिखित अनुमति लेगा।
 - परिवर्तन एवं परिवर्तन के लिए कीमत:
- (क) इंजीनियर को यह अधिकार होगा क्रि वह मूल विनिर्देशनों, आरेखनों, हिजाइन एवं लिखित अनुदेशों गें नियोक्ता के अनुमोदन से किसी प्रकार का परिवर्तन/घट-बढ़ और/प्रतिस्थापन कर सकता है और इस प्रकार के परिवर्तन, घट-बढ़, प्रतिस्थापनों से संविदा (द्द नहीं होगा। और कोई भी परिवर्तन, घट-बढ़ अथवा प्रतिस्थापित किया गया कार्य ऊपर विनिर्दिष्ट किए अनुसार कार्य के भाग के रूप में करने के लिए संविदाकार को निदेश दिया जाएगा, संविदाकार सब प्रकार से उन्हीं शतों पर कार्य करेगा, जिन पर मुख्य कार्य करने के लिए वह सहमत हुआ है। इस खंड के अतर्गत इस प्रकार के परिवर्तित, अतिरिक्त या प्रतिस्थापित कार्य की दरें लिखित संबंधित क्रयादेश के निम्नलिखित उपवंधों के अनुसार निर्धारित की जाएगी:
- (ত্র) यदि परिवर्तितं अतिरिक्त या प्रतिस्थापित कार्य की दरें संविदा में विनिर्दिष्ट हैं तो संविदाकार वह कार्य उन्हीं दरों गर पूरा करेगा जो कार्य की संविदा में विनिर्दिष्ट है।
- (হা) यदि परिवर्तित, अतिरिक्त या प्रतिस्थापित कार्य की दरें संविदा में विनिर्दिष्टतः उपबंधित नहीं हैं तो दरें वैसे ही वर्ग के कार्य की दरों से ली जाएगी जो कार्य की संविदा में विनिर्दिष्ट हैं।
- (দ্যে) यदि परिवर्तित, अतिरिक्त या प्रतिस्थापित कार्य के लिए दरें उक्त उपखंड (ख) और (ग) में विनिर्दिष्ट रीति से निर्धारित नहीं की जा सकती हैं तो संविदाकार कार्य करने के लिए आदेश की प्राप्ति की तारीख से दस कार्य दिवसों के अन्दर ऐसी दर, जैसी की वह ऐसे वर्ग के कार्य लिए प्रभारित करना चाहता है, की जानकारी दावाकृत दर के विश्लेषण सहित इंजीनियर को देगा, जोकि कार्य की वास्तविक लागत पर आधारित होगी। इसमें 10% संविदाकार के लाम ऊपरी खर्चों के रूप में शामिल होगा तथा विभागीय सामग्री के मामले में संविदाकारों को लाम एवं ऊगरी खर्चों के लिए 2.5% होगा। जब ऐसी सूचना दी गई हो तो इंजीनियर नियोवता से गरामर्श करके ऐसी दर के लिए सहमति दे सकता है। किन्तु यदि इंजीनियर संविदाकारों की दर से सहमत नहीं होता है तो इंजीनियर ऐसे वर्ग के कार्य को पूरा करने के अपने आदेश को रद्द कर सकता है और ऐसी रीति के कराने की व्यवस्था कर सकेगा, जो वह वांच्छनीय समझे।

- किसी परिस्थिति में संविदाकार इस खंड के अंतर्गत आने नाली मदों की दरे परिनिर्धारित न हो पाने के आधार (3) पर कार्य को स्यागित नहीं करेगा।
- दोषपूर्ण सामग्री और निर्माण कार्यः 11.
- इंजीनियर की राय में यदि समस्त सामान तथा कार्य विनिर्देशनों अनुसार नहीं है तो इंजीनियर उसे कार्यस्थल से हटाने के आदेश दे सकता है और चूक हो जाने के स्थिति में इंजीनियर उसे कार्यस्थल से हटाने के लिए अन्य (क) व्यक्ति नियुक्त कर सकता है। जिसके लिए वह वहां प्रतिस्थापित किए जाने वाले क्रिसी सामान के खोने अथवा उसकी क्षति होने के लिए जवाबदेह या जिम्मेदार नहीं होगा और कमी हो जाने की स्थिति में इंजीनियर उस सामान की आपूर्ति किए जाने के लिए वाध्य कर सकता है तथा इस प्रकार कार्यस्थल से हटाए जाने और/ या प्रतिस्थापित किए जाने के कार्य पर हुआ समस्त खर्च संविदाकार द्वारा वहन किया जाएंगा।

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- यदि इंजीनियर को अथवा प्रमुख तकनीकी निरीक्षक को ऐसा लगता है कि अस्थायी, अधूरा या काम चलाऊ कार्य किया गया है या घटिया सामान का प्रयोग किया गया है या काम करने के लिए उसके बदले उपलब्ध ंख) कराया गया कोई सामान या वस्तु घटिया है या संविदा के अनुबंध के अनुसार नहीं है, कोई भी कमी, संकुचन या अन्य दोष जो इंजीनियर की राय में कार्य पूरा होने के छः माह के भीतर दिखाई देते हों, तो संविदाकार लिखित रूप में मांग किए जाने पर, जो कार्य पूरा होने के छः मास के मीतर इंजीनियर द्वारा उस कार्य, सामग्री या वस्तु को विनिद्धि करते हुए की जाए, जिसके विरुद्ध शिकायत है, इस वात के होते हुए भी कि वह कार्य पास कर दिया गया है, प्रमाणित कर दिया गया है उसके लिए संदाय कर दिया गया है, ऐसे विनिर्देष्ट कार्य को तत्काल पूर्णतः या अशंतः जैसी भी स्थिति हो, सुघारेगा या हटाएगा और उसका पुनः निर्माण करेगा अथवा यथास्थिति ऐसी विनिर्दिष्ट सामग्री या वस्तु को हटा देगा और अपने उचित निजी प्रमार और खर्चे पर अन्य उचित और उपयुक्त सामग्री या वस्तुओं की व्यवस्था करेगा और ऐसी किसी असफलता की दशा में इंजीनियर उन सामग्री या वस्तुओं को, जिनके विरुद्ध शिकायत की गई है, हर प्रकार से संविदाकार की जोखिम और व्यय पर यथारियति युधार सकेगा या हटा सकेगा, पुनः निष्पादन कर सकेगा और उसे हटाकर उसके स्थान पर दूसरी सामग्री या वस्तु लगा सकेगा।
- संविदा के अनुसार न किए गए कार्य को सुधारने के बदले नियोक्ता इस तरह के कार्य को जैसे को तैसा रहने की अनुमति दे सकता है और ऐसी स्थिति में मूल्य मे अन्तर और ऐसी अन्य कटौती के लिए, जो उसकी राय (11) में उचित हो, भत्ता देगा।
- परन्तु यदि इस खंड के अंतर्गत कही गई किसी भी बात से संविदाकार का हर प्रकार से संविदा शर्तों के अनुसार कार्य करने की जिम्मेदारी से अथवा सभी कमियों को सुधारने की जिम्मेदारी से छुटकारा नहीं होगा। (13)
- निरीक्षण के लिए निर्माण कार्यों का खुला होनाः 12.
- ऐसे सभी कार्य जो संविदा के अन्तर्गत था उसके अनुसरण में किए गए हैं या किए जा रहे हैं, हर समय इंजीनियर द्वारा निरीक्षण व पर्यवेक्षण किए जाने के लिए खुले रहेंगे तथा संविदाकार सामान्य कार्य समयों पर जिसके वारे (而) में संविदाकार को यह उचितं सूचना दी जा चुकी है कि इंजीनियर कार्य को देखने के लिए आने का इरादा रखता है या तो स्वयं आदेशों और अनुदेशों को प्राप्त करने के लिए उपस्थित रहेगा या वह इस प्रयोजन के लिए लिखित रूप से सम्पक रूप से प्रत्याचित किसी जिम्मेदार अभिकर्ता को उपस्थित रखेगा।
- संविदाकार किसी कार्य को ढकने या अन्यथा उसको ऐसी स्थिति में, जिसमें उसकी माप न हो सके, लाने से पूर्व इंजीनियर को कम से कम सात दिन की लिखित सूचना देगा ताकि उसके इस प्रकार ढके जाने या ऐसी (2g) स्थिति में, जिसमें उसकी माप न हो सके, लाए जाने से पूर्व उसकी माप की जा सके और उसकी सही लंबाई, चौड़ाई आदि मापी जा सके और संविदाकार किसी भी कार्य को इंजीनियर की लिखित सम्मृति के बिना न तो ढकेंगा और न ऐसी स्थिति में रखेगा कि उसकी माप न हो सके और इंजीनियर सात दिन की पूर्वोक्त अवधि के भीतर कार्य का निरीक्षण करेगा और यदि कोई कार्य ऐसी सूचना दिए विना अथवा इंजीनियर की सम्मति प्राप्त किए विना ढका जाएगा या ऐसी स्थिति में ले आया जाएगा कि उसका मान न हो सके तो वह कार्य

संविदाकार के खर्च पर खोल दियाजाएगा और यदि ऐसा नहीं होता है तो इस प्रकार के कार्य या उस सामग्री के लिए, जिसकी मदद से उसे निष्पादित किया गया यथा, कोई संदाय या मौका नहीं दिया जाएगा।

13. समनुदेशन या जप पट्टे पर देनाः

- (क) यह संविदा नियोक्ता के लिखित अनुमोदन के बिना न तो समनुदेशित की जाएगी और न ही उप-पट्टे पर दी जाएगी। यदि संविदाकार अपनी संविदा को समनुदेशित करेगा या उप-पट्टे पर देगा या ऐसा करने की कोशिश करेगा या दिवालिया हो जाएगा या दिवाला निषयक कार्यवादियाँ शुरू करेगा या अपने लेनदारों से उसके द्वारा दी गई बड़ी रकम के बदले धन देने का समझौता करेगा या ऐसा करने का प्रयास करेगा या फिर प्रत्यक्षतः या अप्रत्यक्षतः कोई रिश्वत, उपदान, उपहार, ऋण, परिलब्धि, इनाम या धन संबंधी लाभ या कोई अन्य चीज का प्रस्ताव संविदाकार द्वारा या नियोक्ता के किन्हीं अधिकारियों के एजेंटों या उसके किन्हीं सेवकों या उन व्यक्तियों, जो किसी भी तरह से प्रत्यक्ष या अप्रत्यक्ष रूप से संविदा में रुचि लेने वाले हैं, को दिया जाता है तो नियुक्ता को खंड 23 के अन्तर्गत नियोक्ता के पक्ष में ऐसी कोई भी कार्यवाही करने का अधिकार होगा जिसे वह नियोक्ता के हित में सर्वोत्तम रूप से उपयुक्त समझे और यदि इनमें से कोई भी कार्यवाही की जाती है तो उसके वे परिणाम होंगे जो उक्त खंड में विनिर्दिष्ट है।
 - (2व) जहां संविदाकार भागीदारी फर्म के रूप में है, वहां फर्म के गठन में किसी प्रकार का परिवर्तन करने से पहले नियोजता की लिखित अनुगति लेना आवश्यक होगा। जहां संविदाकार एक व्यक्ति है या हिन्दु अविभक्त कुटुंग्व का कारोबारी प्रतिष्ठान है, वहां संविदाकार को किसी प्रकार का भागीदारी करार करने से पहले उपर्युक्त अनुगति लेनी होगी और भागीदारी फर्म को संविदाकार द्वारा लिए गए कार्य को पूरा करने का अधिकार होगा। यदि पूर्वोक्त के अनुसार अनुभोदन नहीं लिया जाता है तो वह माना जाएगा कि संविदा का अनुभोदन खंड 13 (क) का उल्लेख करते हुए किया गया और उस पर वही कार्रवाई की जा सकेंगी तथा उसके वही परिणाम होंगे, जो उका खंड 13(क) में उपबंधित है।
 - Ly. व्यक्ति, सम्पत्ति एवं संविधि की क्षति की पूर्तिः

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(अ) हर प्रकार की दुर्घटना से बचने के लिए संविदाकार दिन-रात आवश्यक सतर्कता बोर्ड, गति सीमा नियंत्रक बोर्ड, लाल झण्डे, लाल बत्ती और अवरोधक लगाए रखकर आवश्यक सावधानी बरतेंगा। अपनी ओर से हुई लापरवाही के कारण होने वाली समस्त क्षति और दुर्घटनाओं के लिए वह स्वयं जिम्मेदार होगा। कार्य निष्पादन के समय यातायात को बाधा-नहीं पहुंचाई जाएगी।

व्यक्तियों, वस्तुओं व जानवरों तथा सम्पत्ति को हुई सभी प्रकार की क्षिति के लिए संविदाकार जिम्मेदार होगा, भले ही वह चोट या क्षिति उससे संवंधित किसी लापरवाही या दुर्घटना के कारण हुई हो। इस खंड में अन्य बातों के साथ-साथ पूर्वोक्त कारणों से निर्माण कार्य, इमारतों, सड़कों, गलियों, फुटपाथों, पुलों या रास्तों को हुई क्षित भी शामिल होगी (चाहे वह एकदम पास हो या थोड़ी दूरी पर हो) और इस संविदा के तहत बनने वाले भवनों और निर्माण कार्यों में मौसम की खराबी के कारण हुई क्षित भी शामिल होगी। संविदाकार नियोक्ता की क्षितिपूर्ति करेगा और सभी विषयों में इस तरह की पूर्वोक्त चोट या क्षित से होने वाले खर्चों के लिए निर्दोष ठहराएगा और कानूनी खर्ने सहित ऐसे तावे पर ऊपरलिखित क्षतिपूर्ति व हर्जानों से उत्पन्न खर्चे को चहन करेगा।

- (ख) संविदाकार इस खंड में उल्लिखित प्रत्येक प्रकार की क्षति को पुनः स्थापित करेगा, जिससे कि वह संविदा के सम्पूर्ण कार्य को हर तरह से पूर्ण कर सके और तीसरी पार्टी की सम्पत्ति को ऊपरलिखित क्षति के दावों के लिए संतुष्ट कर सके तथा सुधार सके।
- (ञा) संविदाकार इस संविदा की चालू हालत के दौरान किसी कर्मचारी, संविदाकार के कर्मचारी के किसी प्रतिनिधि या किसी उपसंविदाकार, जो उसके द्वारा नियुक्त किया गया है कि जान के जोखिम या चोट के लिए या कुछ समय के लिए अस्तित्व में किसी कानून के तहत किसी मजदूर या किसी मृत या अयोग्य सिद्ध हुए कर्मकार के

प्रतिनिधि की क्षतिपूर्ति के दाने के खिलाफ, जो नियोक्ता के ऊपर किया जा सकता है, की शतिपूर्ति करता है।

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- (घ) नियोक्ता पर संविदा की चालू हालत में प्रत्यक्ष/ परोक्ष रूप से इस संविदा में नियुक्त श्रमिकों और प्रशिक्षकों के संबंध में लागू होने चाले नियमों विनियमों फनदूरी अधिनियम, प्ररक्षा अधिनियम से संवंधित नियमों और उनके संशोधनों का अनुपालन न किए जाने पर केन्द्र/राज्य सरकार या सरकार या स्थानीय नगर निगम प्राधिकारियों वारा नियोक्ता पर किए गए दावे की क्षांतेपूर्ति भी संविदाकार करेगा।
- (इ.) नियोक्ता को पूर्ण स्वतंत्रता होगी और उसे एतद् द्वारा यह अधिकार दिया जाता है कि वे दी जाने वाली धनराशि नुकसानों या इस तरह के दावों से उत्पन्न खर्चों, क्षतिपूर्ति की कीमतों अधिकारों व खर्चों को ठेकेदार को दी जाने वाली धनराशि अथवा जमा प्रतिभृति में से काट सकता है।
- (च) संविदाकार किसी अतिक्रमण अधवा किसी पेटेंट अथवा डिज़ाइन के प्रयोग या किसी तथा कथित पेटेंट या डिज़ाइन के अधिकारों से संबंधित कार्रवाई, दावे या कार्यवाही के लिए नियोक्ता की क्षतिपूर्ति करेगा और संविदा में शामिल किसी कार्य अथवा उसके किसी अंश के संबंध में देय किसी रॉयल्टी का मुगतान करेगा। पूर्वावत ऐसे किसी पायले में यदि नियोक्ता के विरुद्ध कोई दावा या कार्रवाई की जाती हैं तो उसकी सूचना तत्काल संविदाकार को दी जाएगी और संविदाकार को यह स्वतंत्रता होगी कि वह अपने खर्चे पर, विवाद का निपटान करे या मुकदमा करे। परन्तु, उक्त नियोक्ता या उसके प्राधिकृत प्रतिनिधि के द्वारा आदेश दिए जाने पर यदि पेटेंट अथवा किज़ाइन या किसी तथा कथित पेटेंट या डिज़ाइन के अधिकारों का उल्लंगन होता है तो संविदाकार नियोक्ता को क्षतिपूर्ति करने के लिए जिंग्मेदार नहीं होगा।
- 15. अन्य संविदाओं में दावे के मंबंध में धारणाधिकारः
- (क) नियोक्ता या सरकार या संविदा देने वाले किसी अन्य व्यक्ति के द्वारा या नियोक्ता या सरकार या इस तरह के किसी व्यक्ति के विरुद्ध किसी प्रकार के दावे संविदाकार द्वारा नियोक्ता के या सरकार या अन्य किसी व्यक्ति के साथ संविदा के कारण या संविदा के अन्तर्गत किसी राशि का भुगतान किए जाने के संबंध में किसी संविदा के अन्तर्गत प्रतिभूति जमा सहित संविदाकार को दी जाने वाली राशि को धकरणाधिकार के रूप में रखा जा सकता है।
- संविदा की यह शर्त भी है कि इस खंड के अंतर्गत इस प्रकार रोकी गई या प्रतिघारित की गई ऐसी राशि को
 नियोक्ता द्वारा उसी रूप में या उसी संविदा के अन्तर्गत उसका कोई दावा होने तक या अन्य कोई संविदा या तो आपसी समझौते से या संविदा के भाध्यस्था खंड प्रारा नियंत्रित होने पर माध्यस्थ द्वारा निर्धारित होने तक या राक्षण न्यायालय द्वारा निर्धार कोने तक, जैसी भी स्थिति हो, रोके रखेगा और उस धारा के अन्तर्गत रोकी गई और संविदाकार को थथा विधि अभिश्लित की गई राशि के लिए संविदाकार किसी प्रकार के ब्याज या हजीन के लिए इस आधार पर अद्याग किसी अन्य आभार पर कोई दावा नहीं कर सकेगा।
- 16. दावा की गई राशि का रोक लिया जाना और उसके संबंध में धारणाधिकारः
- (क) जब कभी संविदाकार के विरुद्ध किसी धनराशि के संदाय के लिए कोई दावा या दावे संविदा से या उसके अधीन उद्भूत होता है/होते हैं तब यदि संविदाकार ने कोई प्रतिभूति जमा की है तो नियोक्ता को उसमें से ऐसी पूरी राशि या उसका भाग रोक लेने का हक और उसे प्रतिधारित करने का धारणाधिकार भी होगा तथा उक्त प्रयोजन के लिए नियोक्ता को यह हक होगा कि वह दिए गए प्रतिभूति निक्षेप को, यदि कोई हो, ऐसे किसी दावे का अंतिम निपटारा या न्यायनिर्णयन होने तक अपने पास रोक लें और उस पर उराका धारणाधिकार भी होगा। यदि प्रतिभूति की रक्ष्म था रक्षमों के लिए पर्याप्त नहीं है या यदि संविदाकार से कोई प्रतिभूति नहीं ली गई हैं तो नियोक्ता को, ऐसे दावे का अंतिम निपटारा या न्यायनिर्णयन होने तक, ऐसी राशि या पश्चिमों में से, जो उसी संविदा के या नियोक्ता के माध्यम से किसी संविदाकारी व्यक्ति के साथ की गई किसी अन्य संविदा के अर्धान संविदाकार को संदेय पाई जाएं या तरपश्चात् किसी समय संदेय हो जाए, उस दावाकृत रकम या

(क्यों के बराबर जिराका उल्लेख ऊपर किया गया है, रकम रोक लेने का हक और उसे प्रतिधारित करने का धारणाधिकार होगा।

इस संविदा की करार पाई गई एक शर्त यह है कि नियोक्ता द्वारा रोकी गई या पारणिधिकार के अधीन प्रतिधारित की गई ऐसी रकम या रकमों को, जिनका उल्लेख ऊपर किया गया है, नियोक्ता द्वारा तब तक रोक रखा था प्रतिधारित किया जाएगा जब तक संविदा से या उसके अधीन उद्भूत दावे का, यथास्थिति, मध्यस्य द्वारा (यदि संविदा मध्यस्यम खंड द्वारा शासित होती हैं)या सक्षम न्यायालय द्वारा अवधारण नहीं कर दिया जाता है और यह कि इस प्रकार रोक रखने या घारणिधिकार के अधीन प्रतिधारण के संबंध में, जिसका ऊपर उल्लेख किया गया है या जिसकी संविदाकार को सम्यक सूचना दे दी गई है, ठेकेदार किसी भी ब्याज या नुकसानी के लिए कोई दावा नहीं कर सकेगा। इस खण्ड के प्रयोजन के लिए, जहां संविदाकार भागीदारी फर्म या लिमिटेड कंपनी है, नियोक्ता को ऐसी किसी राशिं में सें, जो यथास्थिति, किसी भागीदार/लिमिटेड कंपनी को उसकी वैयक्तिक हैसियत में या अन्यया संदेय पाई गई हैं, इस प्रकार दावा की गई पूरी रकम या उसके किसी भाग को रोक लेने का इक होगा और उसे प्रतिधारित करने का धारणिधिकार भी होगा।

(ख) नियोक्ता को यह अधिकार होगा कि वह निर्माण कार्यों की लेखा-परीक्षा और तकनीकी जांच करवाए तथा संविदाकार के अंतिम विलों को, जिसमें सभी सहायक वाउचर, सारांश आदि शामिल होंगे, अंतिम विल का पुगतान करने के वाद तैयार करवाए और यदि ऐसी लेखा-परीक्षा एवं तकनीकी जांच के परिणामस्वरूप यदि कोई राशि उस संविदा के अन्तर्गत संविदाकार द्वारा किए गए किसी कार्य या उस संविदा के अन्तर्गत उसके हारा वावाकृत और किए जा चुके किती कार्य के संवंध में अति संदेय पाई जाती है और उस कार्य का निष्पादन नहीं किया गया पाया जाता है तो संविदाकार अतिसंदय राशि को लीटाने का हकदार होगा और नियोक्ता के लिए यह जायज़ होगा कि वह इस खंड के उप खंड (क)में निर्धारित रीति से या विधिवत् से उस राशि की वसूली कर लें, और यदि यह पाया जाता है कि संविदाकार को उस संविदा के अंतर्गत उसके हारा निष्पादित किसी कार्य के संबंध में जो राशि इस संविदा के अधीन उसके लिए नियत की गई थी, उससे कम का मुगतान किया गथा है तो, उस कम मुगतान का नियोक्ता हारा संविदाकार को विधिवत् मुगतान किया जाएगा।

परन्तु जहां मुगतान के संबंध में एक पक्षकार के रूप में नियोक्ता तथा दूसरे पक्षकार के रूप में संविदाकार के बीच करार हुआ हो, नियोक्ता द्वारा निर्धारण करने के बाद निर्माण कार्य के लिए मुगतान की स्वीकृति देने से संविदा की किसी शर्त के अधीन, ना तो नियोक्ता अतिरिक्त अदा की गई किसी राशि की वसूली करने का हकदार होगा और ना ही संविदाकार ही कम अदा की गई किसी राशि का मुगतान करने का हकदार होगा।

- संविद्यकार की भृत्यु हो जाने की स्थिति में:
 - रांविदाकार की मृत्यू हो जाने की स्थिति में इस संबिदा के अन्तर्गत किसी अधिकारों या उपचारों पर प्रतिकूल प्रभाव डाले विना नियोक्ता के पास संविदाकार को मुआवज़ा दिए विना रांबिदा को समाप्त करने का बिकल्प होगा।
- 18. उप संविदाकार

नियोक्ता के पास परिसर का उपयोग करने का और उस स्थान पर कोई भी ऐसा कार्य करने का अधिकार होगां जो संविदा में शामिल नहीं है। संविदाकार नियोक्ता द्वारा नियुक्त किए गए सभी उप संविदाकारों, विशेषज्ञों, व्यापारियों, कारीगरों तथा अन्य व्यक्तियों को कार्य निष्पादन के लिए या इस संविदा के अन्तर्गत निर्माण कार्य संविधी सामान की पूर्ति के लिए, सर्विस के लिए, निर्माणाधीन इमारत की सजावट के लिए सभी प्रकार की सुविधाएं उपलब्ध कराएगा।

- 19. श्रम विधि एवं शिक्षा अधिनियम का अनुपालन
 - संविदाकार न्यूनतम मजदूरी अधिनियम, 1948. ठेका श्रम विनियमन एवं उत्सादन (अधिनियम, 1970 के सभी प्रावधानों का एवं उनमें उल्लिखित सभी नियमों एवं आदेशों तथा ठेका श्रम तथा शिक्षु अधिनियम, 1961 को

प्रभावित करने वाले अन्य श्रम संवंधी नियमों तथा उसमें उल्लिखित सभी नियमों एवं आदेशों को, जी समय-समय पर लागू हो संकते हैं या लागू किए जा सकते हैं, का अनुपालन करेगा।

- विलम्ब के लिए शतिपृतिः 20.
- संविदाकार कार्य को पूरा करने के लिए निविदा में जो समय दिया गया है, उसका सख्ती से अनुपालन करेगा और संविदाकार की और से इसे संविदा के मुख्य अंग के रूप में समझा जाएगा। राविदा के लिए निर्धारित (क) समय में कार्य पूरी कर्तव्य निष्ठा से किया जाएगा और संविदाकार प्रति रासाह का कार्य यदि आरम्भ न हुआ हो या समाप्त न हुआ हो या कार्य की नियत मात्रा नियत तिथि के बाद अधूरी हो तो समझौते में दर्शायी गयी पूरे कार्य की राशि के आधार पर नियोक्ता द्वारा लिए गए निर्णय के अनुसार (जिसका लिखित में निर्णय संतिम होगा) संविदाकार क्षतिपूर्ति के रूप में एक प्रतिशत के वरावर राशि या उससे अपेक्षाकृत कम राशि का भुगतान करेगा।

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- इसके अलावा, कार्य के निष्पादन (निर्माण) के दौरान अच्छी प्रगति को गुनिश्चित करने के लिए संविदाकार उन सभी मामलों में, जिनमें संविदा के राहत दिए गए संपूर्ण समय के एक-चौथाई समय बीतने से पहले पूर्ण (g) कार्य का 1/8 भाग पूरा करने के लिए, जिसमें किसी भी काम को दिया गया समय एक गहीने से (विशेष कार्य के लिए सुरक्षित) अधिक हो जाता है, इस प्रकार दिए गए समय के आधे समय के बीतने से पहले कार्य का 3/8 भाग पूर्ण करने के लिए और इस प्रकार दिए गए सगय का 3/4 चीत जाने से पहले कार्य का 3/4 गाग पूरा करने के लिए बाध्य होगा। परन्तु विशेष कार्य के लिए यदि संविदाकार द्वारा समय सारणी प्रस्तुत की गई है और वह नियोक्ता द्वारा स्वीकार कर ली गई है तो संविदाकार की उक्त समय-सारणी। का अनुपालन करना होगा यदि संविद्याकार इस शर्त का अनुपालन नहीं कर पाता है तो हर सप्ताह कार्य की उक्त लागत के आधार पर एक प्रतिशत राशि के बराबर या अपेक्षाकृत कम राशि, जैसा कि नियोक्ता (जिसका लिखित में निर्णय अंतिम होगा) निर्णय करेगा, का क्षतिपूर्ति के रूप में भुगतान करने के लिए जिम्मेदार होगा, यदि कार्य को निर्धारित मात्रा अपूर्ण रहती है। वंशर्ते कि इस खंड के उपलब्धों के अंतर्गत मुगतान की जाने वाली संपूर्ण क्षतिपूर्ति समझौते में दर्शाए गए कार्य की रांपूर्ण लागत की 10 प्रतिशत से अधिक नहीं होगी।
- संपर्धों या युद्ध वैसी सक्रियाओं के फलस्वरुप निर्माण कार्यों को हुई क्षतिः
- 21. जब तक कार्य नियोक्ता को परिदत्त न किया गया हो तथा इससे संबंधित प्रमाण पत्र उससे प्राप्त नहीं कर लिया हो तब तक निर्माण कार्य (चाहे पूर्ण रूप से निर्माण किया गया हो या नहीं) और सभी सामग्री, मशीन, औलार (क) तथा संयंत्र, पाइ अस्थायी भवन और उससे संबंधित अन्य सामान संविदाकार के जीखिम पर रहेंगे। निर्माण कार्य या निर्माण कार्य में लगाने के लिए कार्यस्थल पर सही रूप में लाई गई किसी निर्माण सामग्री को रांघणीं या युद्ध जैसी सक्रियाओं के फलस्वरुप क्षतिग्रस्त या नष्ट होने की दंशा में संविदाकार नियोक्ता द्वारा लिखित में आदेश दिए जाने पर कार्यस्थल से मलबा हटवाएगा और क्षतिग्रस्त कार्य से माल बचाने के लिए काम में आने लायक सारी सामग्री इक्टठी करेगा और उसका उचित रूप से ढेर लगवाएगा या उसे मंडार में ले जाएगा तथा मलबे को कार्यस्थल से साफ करने और काम में आने लायक सामग्री का ढेर लगाने या उसे हटाने के कार्य के लिए और नियोवना द्वारा आदेश दिए गए सभी कार्यों के पुनःनिर्माण के लिए इस करार के उपबंध के अनुसार संविदा की दरों पर भुगतान किया जाएगा तथा यह भुगतान निर्माण कार्य के क्षतिग्रस्त या नष्ट होने से पूर्व वास्तव में किए गए कार्य के मूल्य तक जिसके लिए भुगतान नहीं किया गया है, प्रतिकर के अंतिरिक्त होगा। यदि निर्माण कार्य क्षतिग्रस्त हो गया है या दूट फूट गया है और जिनका पहले से मूल्यांकन और भुगतान नहीं किया गया है तो प्रतिकर का निर्धारण नियोक्ता द्वारा किया जाएगा। संविदाकार को कार्य में हुए नुकसान, उसके नष्ट हो जाने और सामग्रियों के प्रत्यास्थापन के लिए भुगतान इस करार के उपवंधों के अनुसार निविदत्त दरों के विश्लेषण पर आधारित दरों पर किया जाएगा। सामग्री की गुणता, आत्रा और जिस प्रयोजन से उसे संप्रहीत किया पया या, उसके संबंध में नियोक्ता का प्रमाण पत्र अन्तिम होगा तथा संविदाकार बाध्य होगा।
- संघर्षों या युद्ध जैसी सक्रियाओं के फलस्वरूप होने वाली किसी भी हानि की हमेशा क्षतिपूर्ति संदेय नहीं होगी जब तक कि (क) संविदाकार ने हवाई हमले से बचाव के सभी प्रकार के एहतियात की व्यवस्था न की हो जो (国)

नियोक्ता या ए. आर. पी. अधिकारी द्वारा अनिवार्य समझा जाता हो (ख) ऐसा कोई भी प्रतिकर किसी ऐसी सामग्री इत्यादि के, लिए जो कार्यस्थल पर या किसी ऐसे औज़ार तथा संयंत्र, मशीनरी, पाड़, अस्थायी भवन और अन्य वस्तुओं के लिए, जो उस कार्य के लिए उचित नहीं है, संदेय नहीं होगा।

जैसाकि पहले बताया गया है कि यदि संविदाकार को पुन: निर्माण कराना पड़ता है तो इस मामले में उसे कार्य पूर्ण करने के लिए उतना और समय दिया जाएगा जितना कि नियोक्ता द्वारा उचित समझा जाए।

22. समय बड़ानाः

यदि संविदाकार कार्य निष्पादन में आयी अमिरहार्य बाधाओं या अन्य कारणों के आधार पर कार्य को पूरा करने के लिए समय बढ़ाना चाहेगा तो जैसा कि ऊपर बताया गया है, वह जिन कारणों के आधार पर समय बढ़ाना चाहता है, इसके लिये उसे बाधा की तारीख से तीस दिन के अन्दर नियोक्ता को लिखित रूप से आवदेन करना होगा और यदि नियोक्ता की सम्मित में (जोकि अन्तिम है) उसमें समुचित कारण दर्शाए गए हैं तो वह इस प्रकार के समय बढ़ाने के अनुरोध को प्राधिकृत कर सकता है यदि उसकी सम्मित में आवश्यक या उचित है।

ऐसी दशा में, जबकि कार्य का मूल्य मात्राओं के बिल के मूल्य से अधिक हो तो ऐसे में संविदाकार बढ़े हुए मूल्य के अनुपात में समय बढ़ाने की मांग करने का हकदार होगा।

23 संविदाकार-दारा कार्य रोकना 🐡

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(क) किसी भी प्रकार के विलम्ब या घटिया कारीगरी के संबंध में या अन्यथा संविदों किसी प्रकार मंग किए जाने के संबंध में सित के लिए किसी दावे हेतु नियोंक्ता संविदाकार के विरुद्ध अपने अधिकारों पर प्रतिकूल प्रभाव डाले बिना और इस संविदा के किसी भी उपबंध के अन्तर्गत था अन्यथा किन्ही अधिकारी या उपचारों पर प्रतिकूल प्रभाव डाले बिना तथा चाड़े कार्य पूरा करने की तारीख समाप्त हो गई हो या नहीं, निम्नलिखित किसी दशा में संविदा को लिखित सूचना द्वारा पूर्णरूप से समाप्त कर सकेगा:-

यदि इंजीनियर द्वारा संविदाकार की यह लिखित सूचना दिए जाने पर किसी दोषपूर्ण कार्य को सुधारा जाए, पुनः निर्मित किया जाए या बंदल दिया जाए या यह कि कार्य अकुशल या अन्यया अनुचित या कर्मकौशल रहित रूप में किया जा रहा है। ऐसी सूचना दिए जाने के पश्चात् वह सात दिन की अविध तक ऐसी सूचना की अपेक्षाओं का अनुपालन नहीं करता है या यदि संविदाकार कार्य निष्पादन में इस प्रकार विलम्ब करता है या निलम्बिल रखता है तो नियोक्ता के निर्णयनुसार (जो अन्तिम तथा आबद्धकर होगा) कार्य किए जाने की तारीख तक कार्य पूर्ण करने में असमर्थ होगा या वह उस तारीख तक कार्य पूर्ण करने में असमर्थ होगा या वह उस तारीख तक कार्य पूर्ण करने में असमर्थ होगा या वह उस तारीख तक कार्य पूरा करने में असफल रहेगा।

यदि संविदाकार, एक कम्पनी होने के नाते यह प्रस्ताव पारित करता है या न्यायालय यह आदेश जारी करता है कम्पनी का परिसमापन कर दिया जाए या यदि लेनदार की ओर से कोई रिसीवर या प्रबंधक नियुक्त किया जाता है या यदि ऐसी परिस्थितियां उत्पन्न हो जाती हैं जो न्यायालय या लेनदार को रिसीवर या प्रबंधक नियुक्त करने के लिए हकदार बनाती है या जो न्यायालय को परिसमापन आदेश करने का हकदार बनाती है।

यदि संविदाकार इस संविदा की किसी शर्त की भंग कर देता है।

यदि ठेकेदार यहां धारा 13 में उल्लिखित कोई कार्य करता है।

(ত্ৰ) जब संविदाकार पूर्वोक्त किसी मामले में कार्यवाई करने के लिए स्वयं को उत्तरदायी बना लेता है तो नियोक्ता को निम्नलिखित अधिकार होंगे :

पूर्वोक्त संविदा का निर्धारण करना या उसे निरस्त करना (जिसकी समाप्ति या मसूखी की लिखित में सूचना मंबिदाकार को देने के लिए नियोक्ता के अधीन हैं, जो कि अंतिम प्रमाण होगा)। इस प्रकार के निर्धारण या मसूखी पर संविदाकार की प्रतिभूति जमा जब्त किए जाने योग्य होगी तथा पूर्णरूप से नियोक्ता के निपटान पर निर्भर करेगी।

जिन श्रमिकों को नियोक्ता द्वारा भुगतान किया जाता है अभियंता उन्हें नियोजित करें तथा कार्य को पूरा करने के लिए या कार्य के किसी भाग को पूरा करने के लिए सामग्री का प्रदाय करें और श्रीमक की लागत तथा क्षामग्री की कीमत संविदाकार के नाम डाल दे (इस खर्चे तथा कीमत की इंजीनियर द्वारा प्रमाणित रकम संविदाकार के विरुद्ध अंतिम और निश्चायक होगी) और सभी प्रकार के किए गए कार्य का मूल्य उसी रीति में और उन्हीं दरों पर उसके खाते में जमा कर दें, मानों वह कार्य संविदाकार ने अपनी संपिदा के निबंधनों के अधीन किया है। किए गए कार्य के भूल्य के बारे में इंजीनियर का प्रमाण पत्र संविदाकार के विरुद्ध अंतिम तथा निश्चायक होगा बशर्ते कि इस उपखंड के अधीन कार्रवाई केवल तभी की जाएगी जब टेकेबार को लिखित में इसकी मूचना दे दी गई हो। परन्तु यदि नियोक्ता द्वारा किए जाने वाले खर्चे संविदाकार को उसकी करार-दर्शे पर संदेय रकम से कम है तो उनके बीच के अंतर का भुगतान संविदाकार को नहीं किया जाना चाहिए।

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- सीवेदाकार को सूचना (नीटिस) देने के बाद उसके कार्य की गाप करें और उसके कार्य का वह माग जो अनिष्पादित रह आए, उससे लेकर दूसरे संविदाकार को पूरा करने के लिए दे और इस मामले में उस राशि से, जो सीनेदाकार को भुगतान की गई होती जब उसने पूरा कार्य निष्पादित किया होता, अधिक उपगत कोई व्यय (iii) (जिस अधिक रकम के संबंध में इंजीनियर का लिखा प्रमाण पत्र अंतिम और निश्चायक होगा) मूल संविदाकार मारा उठांया जाएगा और वही उसका भुगतान करेगा और इस संविदा के अधीन था किसी भी अन्य रोंखे उसको (संविदाकार को) देय किसी धन में से या उसके प्रतिभृति निक्षेप में से था उसके विक्रय आगमों में से या उसके पर्याप्त भाग में से काट लिया जाएगा।
- नियोक्ता द्वारा उपरोक्त में से कोई एक या अधिक मार्ग अपनाए जाने की दशा में ठेकेदार ऐसी किसी हानि के लिए प्रतिकर का दावा नहीं करेगा, जो उसे कार्य के निष्पादन या संविदा के परिपालन के कारण या उसकी दृष्टि से उसके द्वारा किसी सामग्री के खरीद लिए जाने या प्राप्त कर लिए जाने या कोई वचनबद्ध कर लिए जाने (iv) या कोई अग्रम दे दिए जाने के कारण उसे उठानी पड़ी हो। यदि पूर्वोक्त उपबंधों में से किसी के अधीन कार्रवाई की जाती है तो संविदाकार इस संविदा के अधीन वस्तुतः किए गए किसी कार्य के लिए को राशि वसूल करने या संदत्त किए जाने का हकदार तब तक नहीं होगा जब तक कि इंजीनियर ने ऐसे कार्य का संपादन और उसके जारे में संदेय कीमत लिखित रूप में प्रमाणित न कर दी हो और वह केवल ऐसी कीमत का संदाय किए जाने का ही हकदार होगा जो इस प्रकार प्रमाणित की गई हो।

24.

यदि नियोक्ता द्वारा सहमति दी जाती है तो कार्य निधादन की प्रगति के दौरान नियोक्ता द्वारा विर्निष्ट प्रपत्र में संविदाकार को अनुबंध - पत्र पर हस्ताक्षर करने पर अनुमानित मूल्य के 75 प्रतिशत का भुगतान किया जा सकता है, जिसमें किसी सामग्री की तैयार गद के लिए बाजार मूल्य और संविदाकार की निविदत्त को ध्यान में रखा जाएगा, जिसे इंजीनियर के अभिमत में अगले तीन महीनों में कार्य में शामिल किए जाने की संमावना है, अविकारी है तथा संविदा के अनुसार है और उसके बाद जिसे कार्यस्थल पर लाया जाता है तथा सही रूप से भंडार में रखा गया हो तथा गौराग या अन्य कारणों से श्रति से बचाव किया गया हो। जब इस खंड के अन्तर्गत सामग्री के बदले में उचार लिया गया हो तथा उसे कार्य में सम्मिलित किया गया हो तो इस संविदा के किसी खंड या खंडों के अधीन अगले भुमतान से इस प्रकार की उधार की राशि की कटौती की जाएगी।

जब तक सम्पूर्ण कार्य पूरा न हो गया हो और समापन प्रमाण पत्र न दिया गया हो तब तक दस हजार रुपये 25. या इससे कम की प्राक्कांलेत लागत वाले किसी कार्य के लिए कोई मुगतान नहीं किया जाएगा। परन्तु दस हजार (क) रुपये रो अधिक की प्राक्तलित लागत के अनुमानित कार्य के मामले में संविदाकार विल प्रस्तुत करने पर उसके द्वारा निष्पादित किए गए कार्य के अनुपात में इंजीनियर की संतुष्टि होने पर : जिसके संबंध में इस प्रकार भुगतान योग्य राशि का प्रमाण पत्र संविदाकार के लिए अन्तिम और निर्णायक होगा, मासिक मुगतान प्राप्त करने का हकदार होगा। वशर्त कि किए गए कार्य की मात्रा माध्यमिक प्रमाण पत्र के मूल्य के अनुसार हो या कम मात्रा के लिए एन आई टी में उल्लिखित इंजीनियर के विवेक के अनुसार हो। किन्तु ऐसे अतः कालीन भुगतानों को

अतिम भुगतान के प्रति अग्निम के रूप में भुगतान माना जाएगा न कि वास्तव में किए गए और पूर्ण हो चुके कार्य के लिए भुगतान माना जाएगा। इससे घटिया, दोषपूर्ण, अधूरा या अकुशल कार्य को उटाने या दूर करने की और उसका पुनः निर्माण करने या उसे फिर परिनिमित करने की अपेक्षा करना प्रवारित नहीं होगा और न इसे संविदा या उसके किसी काम के किसी रूप में सम्यक अनुपालन किया किसी दावे के प्रोद्भूत होने की स्वीकृति समझा जाएगा और न ही यह इन शतों के अधीन लेखों के अंतिम गरिनिर्धारण और समायोजन के वारे में या अन्यया नियोक्ता की शांक्रियों को था उनमें से किसी को किसी भी प्रकार से पर्यवक्षित समाप्त या प्रमावित करेगा या संविदा में किसी अन्य रूप में फेरफार करेगा या उस पर प्रमाव डालेगा। संविदाकार द्वारा आंतिग थिल कार्य समाप्ति के लिए नियंत तारीख या नियोक्ता द्वारा कार्य समाप्ति के प्रगाण पन्न प्रस्तुत करने की तारीख से दो मास के भीतर प्रस्तुत किया जाएगा। प्रस्तुत किए गए बिल में यदि पूरे किए गए कार्य का मूल्य दो लाख रुपये तक है तो बिल प्रस्तुत किए जाने के तीन मास में और यदि यह दो लाख से अधिक है तो छह मास में भुगतान किया जाएगा। यदि किसी कार्य की मद या मदों के बारे में कोई विवाद हो तब केवल विवाद रित गद या मदों का मुगतान यथास्थिति उल्लिखित अवधि तीन मास या छह मास में कर दिया जाएगा।

- (20) जब कभी चालू मुगतान करने के लिए विस्तृत मार्पों के अभिलेखन में विलम्ब होने की संसावना हो तो किए गए कार्य के लिए विस्तृत मार्पों के बिना मूल्यांकित मात्राओं के लिए प्रदान की गई दरों के 75 प्रतिशत निष्पादित कार्य का अप्रिम भुगतान इंजीमियर के प्रमाण पत्त के आधार पर नियोक्ता द्वारा चालू लेखा बिलों में किया जा सकता है। इस प्रकार दिए गए अभि भुगतानों का उसके कार्य का विस्तृत माप लेकर अनुवर्ती चालू खातों में समायोजन किया जाएगा। केवल विस्तृत मार्पों के आधार पर अंतिम भुगतान किया जाएगा।
- संविदाकार कार्यालय से प्राप्त मुद्रित प्रपत्र में प्रत्येक मास इंजीनियर द्वारा नियत तिथि को या उससे पहले बिल प्रस्तुत करेगा। इंजीनियर उसे सत्यापित करने के प्रयोजन से उसका अपेक्षित माप लेगा या कराएगा और दावा जहां तक वह अनुझय है, यथासंभव बिल प्रेश किए जाने से दस दिन की समाप्ति से पहले समायोजित किया जाएगा। यदि संविदाकार उक्त नियत समय के भीतर बिल प्रस्तुत करने में असफल रहता है तो इंजीनियर उक्त नियत तारीख से सात दिन के भीतर अपने अधीनस्थ किसी अधिकारी को उक्त कार्य की माप संविदाकार की उपस्थित में लेने के लिए भेज संकेगा, जिसके माप पर इत्ताधर पर्याप्त आधार गाने जाएंगे और इंजीनियर ऐसे मापनों से विल तैयार कर संकेगा।
- (दा) किसी कार्य का भाषन लेने से पूर्व इंजीनियर या उसके द्वारा प्रतिनियुक्ति उसका प्राधिकृत प्रतिनिधि संविदाकार को तर्कसंगत नोटिस देगा। यदि इस प्रकार के नोटिस के बाद संविदाकार उपस्थित नहीं होता या हस्ताक्षर करने से मना करता है या इंजीनियर द्वारा अपेक्षित तरीके से मापन की तारीख से अपना मत-भेद व्यक्त करता है तब इस प्रकार के भामले में इंजीनियर द्वारा उसके द्वारा प्रतिनियुक्त प्राधिकृत प्रतिनिधि, जैसा भी मापला हो, द्वारा लिया गया भाषन अंतिम होगा तथा संविदाकार के लिए वाध्यकारी होगा और संविदाकार को उस पर विवाद करने का कोई अधिकार प्राप्त नहीं होगा।
- (वुं.) विलों में प्रमारों की प्रविधियां हंगेशा करार में विनिर्दिष्ट दरों या इन स्थितियों के अनुसरण में दिए गए किसी अितिरिक्त निर्माण कार्य के मामले में तथा जिनका खड़-10 के अनुसार निर्मारित दर पर करार में उल्लेख नहीं किया गया या व्यवस्था नहीं की गयी है, पर की जाएगी। यदि निर्माण कार्य की मदे आंशिक रूप से निष्पादित की गयी है तो नियोक्ता स्वविवेक से इंजीनियर द्वारा निर्धारित इस प्रकार की मदों के लिए आनुपातिक दरों की अनुमति ये सकता है। उसका इस देय राशि का प्रमाण गत्र संविदाकार के लिए अन्तिम और निर्णायक होगा।
- 26. प्रतिभूति जमाः

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(क) संविदाकार किए गए और मापे गए कार्य का कोई भुगतान करते समय नियोक्ता को बयाना राशि यदि कोई है, के साथ प्रत्येक चालू बिल में किए गए कार्य के कुल मूल्य के 10 प्रतिशत की दर से कटौती करने की अनुमित देगा। संविदाकार द्वारा पहले ही जमा की गयी वह वयाना राशि वह राशि होगी जो अनुमानित लागत

का 10 प्रतिशत या 5 लाख रुपये में से जो भी राशि कम हो, बशर्तें कि प्रतिमूति जमा की पूरी राशि नकद या आवधिक जमा रारीदें के रूप में नियोक्ता के पक्ष में गिरवा न की गई हो।

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- (ख) यदि संनिदाकार द्वारा नियोक्ता को अनुसूचित बैंक की आवधिक जमा रसीदें प्रतिभूति जमा के रूप में प्रस्तुत की जाती है तथा बैंक परिगंगार हो जाता है या किसी कारण से उक्त आवधिक जमा रक्षित का गुगतान करने की जाती है तथा बैंक परिगंगार हो जाता है या किसी कारण से उक्त आवधिक जमा रक्षित का गुगतान करने में असमर्थ हो जाता है तो उनसे होने वाली हानि संविदाकार तहन करेगा तथा संविदाकार उपर्युक्त चालू बिल से अतम्बर्ध के लिए तत्काल मांग करने पर अतिरिक्त प्रतिभूति प्रस्तुत करेगा। नियोक्ता को द्वारा इस प्रकार की कटौती प्रतिभूति जमा के माध्यम से की जाएगी परन्तु इस कार्य के लिए नियोक्ता को हमेशा प्रत्येक चालू बिल से उक्त राशि का प्रतिशत वसूल करने का हक होगा जब तक कि प्रतिभूति जमा की हमेशा प्रत्येक चालू बिल से उक्त राशि का प्रतिशत वसूल करने का हक होगा जब तक कि प्रतिभूति जमा की शतों के अत्तर्गत संनिदाकार द्वारा देय समस्त क्षतिपूर्ति या अन्य धनारिश, प्रतिभूति जमा में से या उससे मिलने वाले ब्याज या किसी अन्य राशि से, जोकि किसी खाते से नियोक्ता द्वारा संविदाकार को देय हो या देय हो गयी हो, कटौती कर ली जाए। उपर्युक्त ऐसी किसी कटौती के कारण यदि उसकी प्रतिभूति जमा घटाई जाती है तो संविदाकार दस दिन के अन्दर क्षतिपूर्ति का नक्द भुगतान करेगा या पुनः आवधिक जमा रसीद नियोक्ता के एस में गिरवी रखेगा। प्रतिभूति जमा उपर्युक्त दर में संविदाकार के चालू विलों से एकन की जाएगी तथा निविदाओं के समय, यदि बयाना राशि जमा की गयी है तो उसे प्रतिभूति जमा के अंश के रूप में माना जाएगा।
- (ग) यदि संविदाकार चाहता है तो वह प्रतिभूति जमा के रूप में आवधिक जमा रसीद अग्रिम के रूप में प्रस्तुत कर सकता है। ऐसी प्रत्येक आवधिक जमा रसीद कम से कम 25,000/- रुपये की होगी। (ऐसी आवधिक जमा रसीद राशि के आधार पर कम मूल्य की हो सकती है) चालू लेखा बिल से कोई वसूली की जानी है तो इस प्रकार वसूल की गई राशि आवधिक जमा रसीद से स्थानान्तरित नहीं की जाएगी। यह संविदाकार के हित में है कि वह प्रस्तुत की गई आवधिक जमा रसीद की पर्याप्तता के बारे में निगरानी रखे।
- (घ) दोषपूर्ण देनदारी अविध के दौरान प्रतिभृति जमा की कोई आशिक वापसी नहीं की जाएगी। यदि नियंत्रण से बाहर के कारणों से अंतिम बिल का अनुबंधित अविध में निपटान नहीं हो जाता और नियोक्ता इस बात से संतुष्ट हो कि इस या किसी संविदा के अधीन अन्य नियोक्ताओं को देय सिश अन्य देय राशि के समायोजन के लिए प्रतिभृति जमा अपेक्षित नहीं है तो नियोक्ता के एकमात्र स्वविदेक से हम प्रतिभृति जमा सिश की पूर्ण रूप से या आशिक रूप से वापसी की जा संकती है।
- (द) ठेके की समाप्ति पर यह प्रतिभूति जमा जब्त हो जाएगी तथा इस राशि की पूर्ति के लिए आवश्यक राशि नियोक्ता के साथ इस ठेके था किसी अन्य ठेके के अन्तर्गत ठेकेदार की देय धनराशि से यसूल की जाएगी।

27. समापन प्रमाणपत्र

निर्माण कार्य पूर्ण होने के दस दिन के अन्दर संविदाकार नियोक्ता को निर्माण कार्य पूर्ण होने की सूचना देगा तथा ऐसी सूचना की प्राप्ति के दस दिन के अन्दर इंजीनियर कार्य का निरीक्षण करेगा।

यदि कार्य में कोई दोष नहीं है तो नियोक्ता निर्माण कार्य पूर्ण होने का प्रमाण पत्र संविदाकार को देगा अन्यया दोषों या कियों को दशंति हुए निर्माण कार्य पूर्ण होने का प्रमाण पत्र जारी करेगा परन्तु निर्माण कार्य तब तक पूर्ण न समझा जाएगा जब तक कि संविदाकार पाड़, अतिरिक्त सामग्री, कूड़ा करकट जिनसे कार्य किया गया है तथा सभी झोपड़ियों और अपने कार्य के लिए अपेक्षित सफ़ाई व्यवस्थाओं, रांविदाकार द्वारा निर्माण कार्य निश्पादन के लिए निर्माण स्थान पर बसाए गए व्यक्तियों को तथा काष्ठ से बनी सभी चस्तुओं : दरवाजों, खिड़िकियों, दीवारों, फर्श या भवन के अन्य भागों में, या उनके ऊपर कार्य पूर्ण करने के कारण पड़े धब्बे, छीटे, मल नहीं हटा देता या उस वस्तुओं को निर्माण स्थल से नहीं हटा देता, जिनका अधिकार उसे निर्माण कार्य निष्पादन के उद्देश्य से दिया गया है। यदि संविद्यकार निर्माण कार्य समाप्ति के लिए नियत तारीख तक या उसके पहले इस खड़ की अपेक्षाओं को पूरा नहीं करता तो नियोक्ता संविद्यकार के जोखिम और खर्च पर

ऐसी कार्रवाई करेगा जिसे वह उचित समझेगा तथा संविदाकार का इसकी बिक्री से वास्तव में वसूल की गई राशि के अलावा कोई दावा नहीं होगा।

- 28. मूल्य वृद्धि (ऐस्केलेशन):
- क) यदि नियोक्ता द्वारा सामग्री की कीमत नहीं दी जाती है तथा/या निर्माण कार्य के निष्पादन के लिए अपेक्षित श्रमिकों की मजदूरी वढ़ जाती है तो संविदाकार को नीचे दिए गए प्रावधानों के अनुसार ऐसी वृद्धि के लिए सितपूर्ति की जाएगी तथा तदनुसार संविदाकार की राशि मित्र-मित्र होगी। मूल्य वृद्धि की क्षतिपूर्ति संविदा की निर्मारित अविध के दौरान किए गए कार्य के लिए ही की जाएगी। इसमें वह अविध भी है, जिसके लिए संविदा की सामान्य शर्तों के खंड 20 के अनुसार क्षतिपूर्ति की राशि की वसूली किए बिना संविदा की सामान्य शर्तों के खंड 22 के उपलबंधों के अनुसार विधिसम्मत रूप से बढ़ाई गई है। यह क्षतिपूर्ति इस शर्तें के अनुसार मी की जाएगी कि ऐसे निर्माण कार्य के लिए किसी भी प्रकार की क्षतिपूर्ति की राशि देय नहीं होगी जिसके पूर्ण होने की निर्धारित अविध वह महीने या इससे कम है। जब सामग्री मूल्य और श्रम में वृद्धि के कारण ऐसी क्षतिपूर्ति नहीं देय होगी तो उसकी निम्निखित उपलब्धों के आधार पर गणना की जाएगी:
 - मूल्य वृद्धि की गणना के लिए मूल तारीख वह अंतिम तारीख होगी जिसमें निविदाएँ प्राप्त करनी अनुबंधित थी। कार्य की लागत जिस पर मूल्य वृद्धि देय होगी की गणना चालू या अंतिम बिल के अनुसार कार्य की लागत के लग में की जाएगी तथा इस राशि से नियोक्ता द्वारा दी गई तागप्री के मूल्य और विशेष बिल से वसूल करने के लिए प्रस्तावित मूल्य की कटौती मूल्य वृद्धि के लिए क्षतिपूर्ति की राशि की गणना करने से पहले की जाएगी। यदि निर्माण-स्थल पर सामग्री का पूर्ण मूल्य (न कि घटायी गई राशि जिसके लिए प्रतिमूति उधार की राशि का मुगतान किया गया) इस खंड के प्रवर्तन के लिए किए गए निर्माण कार्य की लागत में शामिल किया जाएगा। इसी प्रकार जब इस प्रकार की सामग्री निर्माण कार्य के लिए प्रयोग में लाई जाती है तो प्रतिमूत (उधार की राशि बिल से घटा दी जाती है तथा इस खंड के प्रवर्तन के लिए पूल रूप से विचार की गई सामग्री का पूर्ण निर्धारित मूल्य चालू या अंतिम बिल में दर्शार्य गए कार्य की लागत से घटाया जाएगा इसके अलावा निर्माण-कार्य की लागत में ऐसा कोई कार्य नहीं होगा जिसके लिए विद्यमान बाजार दरों पर मुगतान किया गया है। सामग्री और श्रमिकों के लिए वृद्धि की क्षतिपूर्ति की नीचे दिए गए फार्मूला के अनुसार गणना की जाएगी:

 $VM = W \frac{A}{100} \times \frac{(MI - MIO)}{NIO}$

UM — सामग्री लागत भें परिवर्तन अर्थात् भुगतान या वसूल की जाने वाली राशि में वृद्धि या हास

W — किए गए कार्य की लागत की गणना जैसाकि उपर्युक्त उप खंड (ii)में दर्शाया गया है।

निर्माण-कार्य के कुल गूल्य के प्रतिशत के अनुसार व्यक्त सामग्री के घटक तथा जैसाकि 75
पूर्वनिर्धारित है।

MI — गणना की जाने वाले अवधि के लिए भारतीय रिजर्व बैंक द्वारा सभी प्रकाशित वस्तुओं के थोक मूल्य सूचकांक।

MIO — निविदाएं प्राप्त होने की तारीख को भारतीय रिजर्व बैंक द्वारा प्रकाशित सभी वस्तुओं के थोक भूल्य सूचकांक

 $VL = W \frac{B}{100} \times \frac{LI - LIO}{LIO}$

VL — श्रम लागत में परिवर्तन अर्थात् मुगतानु या वसूल की गई राशि में वृद्धि या हास

— किए गए निर्माण कार्य का मूल्य, गणना इसकी उपर्युक्त उप खंड (ii) के अनुसार की गई है।

 निर्माण कार्य के कुल मूल्य के प्रतिशत के रूप में व्यक्त श्रम के घटक और जैसािक 25 पूर्व निर्धारित है।

- विचाराधीन अविध के संबंध में गणना में शामिल अविध के लिए भारतीय रिजर्व यैंक द्वारा प्रकाशित अखिल भारतीय उपमोक्ता मृल्य सुचकांक ।
- LIO भारतीय रिजर्व बैंक द्वारा प्रकाशित अखिल भारतीय उपभोक्ता भूल्य सूचकांक तथा जो निविदाएं प्राप्त हैने की निर्धारित तारीख तक वैध हैं।

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- (ख) उपर्युक्त उप खंड (III) में उल्लिखित सूचकांक की गणना करते रामय निम्नलिखित सिद्धान्तों का पालन किया जाएगाः
- (I) मूल्य वृद्धि के लिए क्षतिपूर्ति की गणना अर्धवार्षिक अन्तराल पर तथा उक्त निर्माण-कार्य के छह कैलेन्डर मास के दौरान किए गए कार्य की लागत के संबंध में की जाएगी। जिस मास में निविदा स्नीकृत की गई थी, उसके पश्चात् 6 मास के अंत में ऐसा पहला मुगतान किया जाएगा तथा उसके बाद 6 मास के अन्तराल पर मुगतान किया जाएगा। निर्माण-कार्य पूर्ण होने के समय मुगतान की अन्तिम अवधि 6 मास से कम हो जाएगी और वह निर्माण-कार्य समाप्त होने की वास्तविक तिथि पर निर्भर होगी।
- (ii) ऐसे 6 मास से संबंधित सूचकांक (MI या LI) जिसके लिए क्षतिपूर्ति का मुगतान किया गया है,6 कैलेंडर मास से संबंधित सूचकांकों का गणितीय औसत होगा। यदि मुगतान की ऐसी अंतिम किस्त से 6 मास पूर्ण होने के बाद निर्माण-कार्य पूर्ण करने की अवधि 6 मास से कम है तब MI या LI तूचकांक उस अवधि के अन्दर आने वाले महीनों के लिए सूचकांकों का औसत होंगे।
- (III) आधार सूचकांक (MIO यां LIO) उस मास से संबंधित होगां जिसमें निविदा प्राप्त करना नियत था।
- (ग) यदि निर्माण निष्पादन के लिए अपेक्षित सामग्री का मूल्य और/या श्रम मजदूरी घंट जाती है तो निर्माण कार्य की लागत भी कम हो जाएगी और इस संविदा के अधीन कार्य की लागत से सामग्री के मूल्य और/या श्रम मजदूरी की कटौती की जा सकेगी तथा इस संबंध में इस खंड के अंतर्गत पहले दिया गया फार्मूला यथावश्यक परिवर्तन सहित लागू होगा परन्तु यदि संविदाओं के मामले में निर्माण कार्य पूर्ण करने की अवधि 6 भास या 6 मास से कम है तो पूर्व उल्लिखित सामग्रियों की कीमतों और/या श्रम मजदूरी में हास के लिए कोई समायोजन नहीं किया जाएगा।

29. माध्यस्थम्

(क) जहां संचिदा में अन्यया उपबंधित है, वहां के सिवाय इसमें इसके पूर्व वर्णित विनिर्देशनों, डिजाइनों, आरेखनों और अनुदेशों के अर्थ से संबंधित और कार्य में प्रयुक्त कर्मकौशल या सामग्री की क्यालिटी के संबंध में या किसी अन्य प्रश्न , दावे अधिकार, बात या चीज के संबंध में वह चाहे जो भी हो, जो संविदा, डिजाइनों, विनिर्देशनों, प्राक्कलनों, अनुदेशों या इन शतों से किसी भी प्रकार उद्भूत हुई है या उससे संबद्ध है या अन्यया कार्यों के संबंध में है अथवा उसके निष्पादन या निष्पादन में असफलता से संयुक्त है, सभी प्रश्न और विवाद चाहे वे कार्य की प्रगति के दौरान या उसके पूरे हो जाने या परित्याग के पश्चात् उद्भूत हुए हैं विवाद के समय वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् के महानिदेशक द्वारा या यदि वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् का कोई महानिदेशक नहीं है तो ऐसी नियुक्ति के समय उक्त परिषद् का प्रशासनिक प्रधान द्वारा नियुक्त व्यक्ति के एकमात्र माध्यस्यम् को निर्देशित किए जाएंगे। उस मध्यस्य के, जिसको विवाद मूलतः निर्देश किया गया है किसी कारणवश कार्य करने के लिए अनिच्छक होने या असमर्थ होने पर महानिदेशक या प्रशासनिक प्रधान संविदा के निबंधनों के अनुसार किसी अन्य व्यक्ति को मध्यस्य के रूप में कार्य करने के लिए नियुक्त करेगा। ऐसा व्यक्ति निर्देश के संबंध में उस प्रक्रम से जिस पर उसके पूर्ववर्ती ने उसे छोड़ा या, आगे कार्यवाही करने का हकदार होगा। इस संविदा का एक निबंधन यह भी है कि वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद के महानिदेशक द्वारा नियुक्त व्यक्ति से भित्र अन्य किसी व्यक्ति को मध्यस्य के रूप में कार्य नहीं करना चाहिए और यदि किसी कारण से ऐसा संभव नहीं है तो विवाद भाष्यस्तम की निर्देशित ही नहीं किया जाएगा। ऐसे सभी मामलों में जिनमें प्रसंपत दावे की एकम दो लाख रुपये या इससे अधिक हैं, पध्यरण अपने पचाट का कारण देगा।

इस संविदा का एक निबंधन यह भी है कि माध्यस्थम् का इच्छुक संविदाकार इस खंड के अधीन माध्यस्थम् को निर्देशित किए जाने वाले विवाद या विवादों के साथ प्रत्येक ऐसे विवाद के संबंध में दावा की गई रकम या रकमों को भी विनिर्दिष्ट करेगा।

इस संविदा का एक निबंधन यह भी है कि यदि संविदाकार नियोक्ता से यह सूचना मिलने के कि विल संदाय के लिए तैयार है, 90 दिन के लिखित रूप में किसी दावें (दावों) की बावत माध्यस्थम् की कोई मांग नहीं करता है/करते हैं तो संविदाकार (संविदाकारों) का दावा अधिव्यक्त और पूर्ण रूप से वर्जित माना जाएगा और नियोक्ता संविदा के अधीन उन दावों के संबंध में सब दायित्वों से उन्मोधित और निर्मुक्त हो जाएगा।

मध्यस्य पचाट देने या प्रकाशित करने के समय को पक्षकारों की सहमति से समय-समय पर बढ़ा सकेगा। ऊपर जो कुछ कहा गया है, उसके अधीन रहते हुए माध्यस्थम् अधिनियम 1940 या उसके सांविधिक आशीधन या पुनराधिनियमित और उसके अधीन बनाए गए नियमों के उपबंध जो तंत्समय प्रवृत्त हों, इस खंड के अधीन माध्यस्थम् निर्देश को लागू होंगे।

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

- (a) In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the
- (b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and office documents mentioned in the contents sheet attached licreto and including those to

WORK OR WORKS: shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract.

ENGINEER: shall mean the Engineer designated by the Employer to superintend and perform other duties

CONTRACTOR: shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

SITE: shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as afores: id allotted by the Employer or the Engineer for the

COMPENSATION: Shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained, and whether or not any damage shall have been sustained.

Words imputing persons include firms and corporations; words imputing the singular only also include the plural and vice versa where the context so required.

The headings are given to the clauses for convenience and they will not limit the meaning or scope of the

2. DRAWINGS AND SPECIFICATIONS

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The contractor shall execute whole and every part of the work in the most substantial and workmanlike manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor shall also conform exactly and faithfully to the design, drawings and instructions given in the respect of the work by the Engineer. The contractor shall be furnished free of charge one copy of such specifications and all such designs, drawings and instructions as are not included in the printed publications.

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

(a) The contractor shall provide at his own cost all materials. (except such materials, if any as may in accordance with the contract be supplied by the Employer) plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting. weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor prider the contractor prider the contractor prider the

- (b) The contractor shall provide himself with requisite quantity and quality of water for carrying out the work at this own cost. If, however, piped water is supplied by the Employer, the contractor shall pay for the water at one per cent of the total cost of the work done except on Electrical work, Air-conditioning work and Furniture work. The contractor shall make his own arrangement for water connection and laying of further pipelines from the source of supply of the Employer. It should be clearly understood that the Employer does not guarantee to maintain un- interrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangement for water at his own cost in the event of any temporary break-down in the water mains so that the progress of work is not held up for want of water. No claim as damages or refund of water charges will be entertained on account of such break-downs. However, if the contractor is permitted to make his own arrangement to draw water from a well, hand-pump, or natural river or pond of the Employer, no charges will be made for the water drawn from the same, but the contractor will make good any damage done to the installations and ensure that the quality of water used in the work is conforming to BIS codes and provide for any treatment at his own cost.
- The contractor shall be allowed to construct temporary wells in Employers' land for taking water for construction purpose only after he has permission of the Employer in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provdide necessary safety arrangement to avoid any accident or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.
- (d) The Employer on no account shall be responsible for the expenses incurred by the contractor for hired
- Subject to availability the Employer may supply power at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the Employer. If there is any hinderance caused to other works the contractor shall resoute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the employer at rates fixed by the Employer, which would be deducted from the running account bills. However the Employer does not guarantee the supply of power and no compensation for 4. Authorities, notices & patents

- (a) The contractor shall conform to any regulations and bye-laws of any corporation and of any electricity supply company and authorities with whose systems the structure is proposed to be connected, and shall before making any variations from the drawing and specifications that may be necessitated for so conforming by giving written notice to the Engineer specifying the variations proposed to be made, the reasons for making it and apply for instructions thereon. If the compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance of extra
- (b) The contractor shall give all notices required by the said regulations or bye-laws to be given to any Authority and pay to such Authority or to any public office all fees that may be chargeable in respect of the works and ladge the receipts with the bill to the Engineer for reimbursement.

5. RATES TO INCLUDE ALL TAXES

(a) Rates quoted by the contractor shall include sales tax, duties, cetroi, toll tax, royalties and all other taxes in respect of this contract and the Employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes and levies payable under the marective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Employer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.

- (b) The contactor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Employer and further shall furnish such other information and documents as the Employer may require.
- (c) The contractor shall within a period of thirty days of imposition of any further tax or levy pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 give a written notice thereof to the Employer that the same is given pursuant to this condition together with all necessary information relating thereto.
 6. MATERIALS
- (a) If the specifications of schedule of items provide for the use of any material to be supplied by the Employer's stores or if it is required that the contractor shall use certain stores to be provided by the Employer as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and value of the materials so supplied at the rates specified in the said schedule of materials and of the quantities incorporated in the work may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the Security deposit. All materials so supplied to the contractor by the Employer shall remain the absolute property of the Employer and the contractor shall be the trustee of the materials so supplied/procured and the said materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open for inspection by the Engineer or Employer. The contractor shall bear all incidental charges for cartage, storage and safe custody of all materials and against damage due to dampness, rain, sun, fire and theft and be fully responsible for their storage and maintenance. Any such material unused and in perfectly good condition in the opinion of the Employer at the time of the completion of work or termination of the contract, or earlier shall be returned to the Employer at a place directed by the Engineer at contractor's cost and at rates stipulated in the said schedule but in case the Employer decides not to take back the materials the contractor shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.
- (b) If for any reason there is delay or non-supply of material as shown in the schedule, the contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price (between his procurement price and price shown in the schedule) shall be paid to the contractor. However in case approval of the Employer is not given, only suitable extension of time would be considered and no other claim of compensation/damages shall be payable by the Employer.
- (c) After completion of the work or on determination/termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in current Schedule for the purpose printed by CPWD. In case the above mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer. Over this theoretical quantity of cement, shall be allowed a variation upito 3% plus/minus for works estimated cost of which as put to tender is not than Rs 10 lakhs and upto 2% plus/minus for works estimated cost of which as put to tender is not than Rs 10 lakhs. The difference in the quantity actually issued to the contractor and the theoretical quantity without prejudice to the prevision of other conditions regarding return of materials governing the contract. In the event of its being discovered that the quantity of cement which is less than the quantity ascertained cement not so used, shall be recovered from the contractor on the basis of stipulated above) the cost of quantity of cement untso used, shall be recovered from the contractor on the basis of stipulated issue rates and cartage.
- (d) The provision of foregoing sub-clause shall apply Mutatis- Mutandis in the case of steel reinforcement or structural steel sections (each diameter/section or category shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorised by 2% plus/minus shall be allowed as variation due to wastage.
- (e) The provision of foregoing sub-clause shall apply Mutatis- Mutandis in the case of cables (other than under-ground cables), wires, conduits/GI pipes, GI/MS sheets used in various items of work shall be

calculated on the basic of measurements recorded in the measurement books for the purpose of payment and for assessing the consumption of materials used in the works. Over this quantity a variation of 3% plus shall be allowed for wastage of materials during execution in case of cables (other than under-ground cables), wires, conduits/GI pipes, and 10% plus in case of GI/MS sheets.

(f) The provisions made above are without prejudice to the right of the Employer to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed 7. TESTING OF MATERIALS

The contractor shall provide an instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cast. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the same shall be provided by the Engineer of the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from the Security Deposit or proceeds thereof or of a

8. CONTRACTOR'S ENGINEERS / FOREMAN & WORKMEN

- (a) The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of the Defects Liability Period. The contractor shall employ competent Site-Engineer/Foreman as per CPWD norms and as approved by the Engineer whose qualification must conform to the requirement specified by the Engineer who shall be constantly in aliendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer to such Site Engineer or Foreman or any other authorised agent shall be held to be given to the contractor.
- (b) The contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent or who may in 9. ACCESS

- (a) The Engineer, and the Employer or its representative shall at all reasonable time have free access to the works and/or workshops, factories or other places the materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained and the contractor shall give every facility to them for inspection. Except the representatives of statutory authorities and those mentioned above no other person shall be allowed on the works at any time without the permission of the Engineer.
- (b) If any work is to be done at a place other than the site of works, contractor shall obtain written permission

10. VARIATION & PRICE FOR VARIATION

- (a) The Engineer with the approval of the Employer shall have power to make any alterntions/omissions/additions and/or substitutions from the original specifications, drawings, designs, and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional, or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order!
- (b) If the rates for the altered, additional, or substituted work are specified in the contract for the work, the contractor is bound to carry out the classed, additional, or substituted work at the same rates as are specified
- (c) If the rates for the altered, additional, or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract

- (d) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in sub-clause (b) and (c) above, then the contractor shall, within 10 working days from the date of receipt of the order to carry out the work through notice in writing, inform the Engineer of the rate which it is his intention to charge for such class of work, supported by analysis of the rate claimed which shall be based on actual cost of work plus 10% as contractor's profit and over-heads except in case of departmental materials for which contractors profit and over-heads shall be 2.5%. When such notice has been given, the Engineer with the consent of the Employer may agree to such a rate but if the Engineer does not agree to the contractors rate the Enagineer may cancel his order to carry out such class of work and arrange to curry out in such a manner as he man consider advisable.
- (e) Under no circumstances, the contractor shall suspend the work on the pica of non-settlement of rates of

11. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

- (a) The Engineer shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the contractor.
- (b) If it shall appear to the Engineer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of six months from the date of completion arising in the opinion of the Engineer, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials of articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.
- (c) In lieu of rectifying the work not done in accordance with the centract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further
- (d) Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to 12. WORKS TO BE OPEN FOR INSPECTION

- (a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.
- (b) The contractor shall give not less than seven days notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of preasurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforeshid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer's consent obtained the same shall be uncovered at the contractors

expense or in default thereof no payment or allowance shall be made for such work or the materials with

13. ASSIGNMENT OR SUB-LETTING

- (a) The contract shall not be assigned or sublet without the written approval of the Employer. And if the contractor shall assign or sub-let his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity or gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents to any person in the employment of the Employer in any the relating to his office or employment, or if any such employee or person shall become in any way directly or indirectly interested in the contract, the Employer shall have the power to adopt any of the courses specified under clause-23 as may be best suited to the interest of the Employer and in the event of any of the courses being adopted the consequences specified in the said clause shall ensure.
- (b) Where the contractor is a partnership firm, the approval in writing of the Employer shall be obtained before any changes in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned or sublet in contravention of clause 13(a) and the same action may be taken and the same consequences shall ensue as provided in the said clause 13(a).

14. Indemnifying against damages to persons, property & statutes

The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hinderance shall be caused to traffic during the execution

- (a) The contractor shall be responsible for all injury to person; animals of things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall to neld to include interalia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent
- (b) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (c) The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative
- (d) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Contrat/Sinte Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work
- (e) The Employer shall be at liberty and in hereby empowered to deduct the amount of any damages. compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/or damages as aforesaid from any sum or sums due or to become due to the contractor or security

The contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any elleged patent or design rights and shall pay any royalties which may be payable in respect of any acticle or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorised

15. LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

- (a) Any sum of money due and payable to the contractor including the security deposit under the contract may be withheld or retained by way of lien by the Employer or Government or any other contracting person or persons against any claim of the Employer or Government or such other persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the
- (b) It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by arbitration clause or by the competent court as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

16. WITHHOLDING & LIEN IN RESPECT OF SUMS CLAIMED

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit, if any deposited by the centractor and for the purpose aforesaid, the Employer shall be entitled to withhold the scenrity deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security deposit being insufficient to cover the claimed amount or amounts or if no security deposit has been taken from the contractor; the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same or any other contract, with the Employer or any contracting person pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above, by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum payable to any Partner/Limited company as the case may be, whether in his individual capacity or otherwise.

(b) The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause (a) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the Employer

Provided that the Employer shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the contractor on the other hand, under any term of contract permitting payment for

17. IN-CASE OF DEATH OF CONTRACTOR

Without prejudice to any of the rights or reinedics under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.

18. SUB-CONTRACTORS

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the contract. The contractor is to afford all reasonable facilities to all sub-contractors, specialists, merchants, tradesmen and others who may at any time be appointed by the Employer for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the work under this

19. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT

The cumusctor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, and rules and orders framed there under and other labour laws affecting contract labour and Apprentice Act, 1961 and the rules and orders framed thereunder that may be in force or brought into force from time to time.

20. COMPENSATION FOR DELAY

- (a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished after the proper dates.
- (b) 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 (save for special jobs) to complete one-eighth of the whole of the work before one- fourth of the whole time allowed under the contract has elapsed; three-eighths of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourths of such time has clapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten per cent on the cost of the work as shown in the agerrment.

21. DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR-LIKE OPERATIONS

(a) The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Employer, remove any debris from the site, collect and properly stack or remove in store all services ble moterials solvaged from the damaged work and shall be prices the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking, removal of serviceable materials and for the reconstruction of all works ordered by the Employer such payment being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for

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the compensation shall be assessed by the Employer. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provision of this agreement. The certificate of the Employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the

- (b) Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (i) unless the contractor had taken all such precautions against Air Raid as are deemed necessary by the A.F.E. Officers or the Employer, (ii) for any materials etc., not on the site of the work or for any tools and plant, machinery, scaffolding; temporary buildings and other things not intended for
- (c) In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

22. EXTENSION OF TIME :

- (a) If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Employer within thirty days of the date of hindrance on account of which he desires extension as aforesaid, and the Employer shall, if in his opinion (which shall be final) reasonable grounds shown therefor, authorise such extension of time if any, which may, in his opinion, he necessary or proper.
- (b) In the event, the value of work exceeds the value of the Rill of Quantities owing to variations the contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

23. SUSPENSION OF WORK BY CONTRACTOR

- (a) The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion lists or has not elapsed by notice absolutely determine the contract in any of the following cases:
 - If the contractor having been given by the Engineer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgement of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by
 - (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (iii) If the contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the contractor commits any acts mentioned in Clause-13 hereof.
- (b) When the contractor has made himself liable for action under any of the cases aforesaid, the Employer
 - To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be contractive evidence). Upon such determination a rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
 - (ii) The Engineer may employ labour paid by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects

- After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it 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 if the whole work hard been executed by him (of the amount of which exceed the certificate in writing of the 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 the Employer under this contract or any other account whatsoever or from his security deposit.
- (iv) In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has 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.

24. SECURED ADVANCE

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The contractor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer upto 75 per cent of the estimated value which shall take into account the market value and contractors tendered rates for the finished item of any material which in the opinion of the Engineer is likely to be incorporated in the work within next three months, are nonperishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

25. CERTIFICATES & PAYMENTS

(a) No payments shall be made for a work estimated to cost Rupces ten thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rupees ten thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work executed, and to the satisfaction of the Engineer. whose certificate of the sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the Engineer as mentioned in the NIT. 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, imperfect or unskilled work to be removed and taken away and reconstructed, or recrected or be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer under these conditions or any of them as to the final sculement and adjustment of the accounts or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the Employer and payment shall be made within three months if the value of the completed works is upto Rs. two lakes red in six months if the same exceeds Rs. (wo leads of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be.

Whenever there is likely to be delay in recording detailed measurements for making a running payment, advance payment without detailed measurements for work done worked out at 75 per cent of the tendered rates for assessed quantities may be made in running account bills by the Employer on the basis of a certificate from the Engineer. The advance payments so allowed shall be adjusted in the subsequent canning hills by taking detailed measurements thereof. Final payments shall be made only on the basis of

- (c) A bill shall be submitted by the concretor each month on or before the date fixed by the Engineer on printed forms obtainable from the Engineer's office. The Engineer 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, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor days of the date fixed as aforesaid, an authorised representative to measure up the said work in the presence of the contractor whose signature to the measurement will be sufficient warrant and the Engineer may prepare the bill from such measurements.
- (d) Before taking any measurement of any work the Engineer or his authorised representative deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer then in any such event the measurements taken by the Engineer or by the authorised representative deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
- (e) The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at his discretion allows proportionate rates for such items of work as determined by the Employer certificate of the sum so payable shall be fined and conclusive against the contractor.

26. SECURITY DEPOSIT

- (a) The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum at the rate of 10 % of the gross value of work done in each running bill along with the Earnest Money if any, as already deposited by the contractor will amount to 10 % of the estimated cost or Rs 5.0 lakes whichever is less, unless full amount of security deposit in cash or in the form of fixed deposit receipts pledged in favour of the Employer has been deposited.
- (b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit of such stum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is realised. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from the interest arising therefrom or from any sums which the event of his security deposit being reduced by reason of any such deductions aforesaid, the contractor The security deposit shall be collected from the running bills of the contractor at the rates aforesaid, the contractor and the tarnest money if deposited at the landing bills of the contractor at the rates aforesaid above and the tarnest money if deposited at the landing bills of the contractor at the rates aforesaid above
- (c) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value of Rs 25000/- each (The last such fixed deposit receipt could be of a lower value on the basis of the amount). In case any recovery is effected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's (d)

No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employers dues or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of

(e) In case of termination of contract, this security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract, or any other contract with the Employer.

27. COMPLETION CERTIFICATE

With in ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Engineer shall inspect the work. It there is no defect in the work the Employer shall furnish the contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all the scaffolding, surplus material, rubbish, and all huts and sanitary arrangements required for his work, people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, 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. It the contractor shall fail to comply with requirements of this clause on or before the date fixed for the completion of the work, the Employer may at the risk and cost of the contractor take action as he may think fit and the contractor shall have no claim except

28. ESCALATION

- (a) If the prices of materials not being supplied by the Employer and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly by varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause-22 of General Conditions of Contract without levy of compensation under Clause-20 of General Conditions of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is six months or less. Such compensation for escalation in the prices of materials and labour when due, shall be worked out based on the following provisions.
 - The base date for working out such escalation shall be the last date on which the tenders were
 - The cost of work on which escalation will be payable shall be reckoned as the cost of the work as per the bills, running or final, and from this amount the value of material supplied by the Employer and proposed to be recovered in the particular bill shall be deducted before the amount of compensation for escalation is worked out. In case of materials brought to site for which secured advance is included in the bill full value of such materials as assessed by the Engineer in charge (and not the reduced amount for which secured advance has been paid), shall be included in the cost of work done for operation of this clause. Similarly when such materials are incorporated in the work, the secured advance is deducted from the bill the full assessed value of the materials originally considered for operation of this clause shall be deducted from the cost of work shown in the bill running or final. Further the cost of work shall not include any work for which payment is made for any item at prevailing market rates.
- The compensation for escalation for materials & labour shall be worked out as per the formula given

$$VM = W \frac{A}{100} \times \frac{(MI - MIo)}{MIo}$$

Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W—Cost of work done worked out as indicated in sub para (ii) above.

A—Component of materials expressed as per cent of the total value of work and is predetermined as 75.

MI-Index numbers of Wholesale prices in India for all commodities published by the Reserve Bank of India for the period under reckening.

MIo-Index numbers of Wholesale prices in India for all commodities published by the Reserve Bankof

$$VL = W \frac{B}{100} \times \frac{(LI-LI_0)}{LI_0}$$

VL-Variation in labour cost i.e. increase or decrease in the amount in rupces to be paid or recovered. W-Value of work done, worked out as indicated in sub para (ii) above.

B—Component of labour expressed as per cent of the total value of work and is predetermined as a

LI-All India consumer price index numbers for industrial workers published by the Reserve Dis India for the period under reckoning as for the period under consideration.

LIo-All India consumer price index numbers for industrial workers published by the Reserve Bank of

- (b) The following principle shall be followed while working out indices mentioned in sub para (iii) and
 - The compensation for escalation shall be worked out at half-yearly intervals and shall be with respec to the cost of work done during the six calendar months of the said work. The first such payment. shall be made at the end of the six months after the month (excluding) in which the tender was accepted and thereafter at six monthly interval. At the time of completion of work, the last period for payment might become less than six months, depending on the actual date of completion.
 - (ii) The index (MI or LI) relevant to any six menths for which such compensation is paid shall be the arithmetical average of the indices relevant to the six calendar months. If the period upto date of completion after the six months envered by the last such installment of payment, is less than six months, the index MI or LI shall be the average of the indices for the months falling within that period.
- The base index (MIo or LIo) shall be the one relating to the month in which the tender was stipulated
- (c) In the event the price of materials and/or wages of labour required for execution of the work decreases there shall be downward adjustment of the cost of work so that the price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard formula herein before stated under this clause shall mutatis mutandis apply, provided that no such adjustment for the decrease in the prices of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is six months or less. 29. ARBITRATION

(a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution of failure for execute the same whether arising during the property work or after the completion or abandonment faceeof shall be referred to the sole arbitration of the person appointed by the Director General, Council of Scientific and Industrial Research, at the time of such dispute or if there be no Director General, Council of Scientific and Industrial Research, the Administrative Head of the Council of Scientific and Industrial Research at the time of such appointment. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason, such Director General or Administrative Head as aforesaid at the time of such inability or unwillingness to act shall appoint another person to act as arbitrator in

the coinsact and coinsact, Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Director General, Council of Scientific and Industrial Research or the Administrative Head of Council of Scientific and Industrial Research as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of dispute is supees two lakhs and above, the arbitrator shall give speaking award.

- (b) It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each
- (c) It is also a term of the contract that if the contractor does not nake any demand for arbitration in respect of any cinim in writing within 90 days of receiving the intimation from the limployer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these
- (d) The Arbitrator may from time to time with consent of parties enlarge the time, for making and publishing
- (e) Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactinent thereof and the rules made thereunder and for the time being in force shall apply to the

विशेष शर्ते

- इन निशेष शर्तों से संविदा के सामान्य विनिर्देशन और सामान्य शर्तों के अभिग्रेत हैं 1
- निर्माण-कार्य सी पी डब्ल्यू के विनिर्देशन के अनुसार किया जाएगा। किसी प्रकार की विसंगति होने पर व्याख्या के लिए अग्रता का क्रम निम्नलिखित होगाः
- (1) मात्राओं की अनुसूची
- (2) संविदा की सामान्य शर्त
- (3) विशेष शत, अतिरिक्त शर्त और अतिरिक्त विनिर्देश
- (4) विशेष कार्य जिसकी विशिष्टियां संलग्न हैं।
- (5) इलैक्ट्रिकल कार्य के लिए अतिरिक्त निनिर्देशन नाली गनाना गॅक्स इत्यादि ।
- (6) सी पी डब्ल्यू आधुनिकतम सिविल एवं इलैक्ट्रिकल निर्माण-कार्य विनिर्देशन ।
- (7) आई एस कोड
- (8) अन्तर्राष्ट्रीय कोड
- (9) उत्तम इंजीनियरी प्रेक्टिस
- 3. **स्टील**
- (i) संविदा में जैसा कि अन्यत्र बताया गया है वैसा ही स्टील दिया जाए जो आर सी सी कार्य के लिए प्रवलम छड़ों हेतु हो । स्टील कार्य की अन्य मदों के लिएं ठेकेदार वैसा ही स्टील प्राप्त करेगा ।

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- (ii) आर सी सी कार्य के लिए प्रवलन छड़ें उपलब्ध काइलों तथा सीधी लम्बाई की दी जाएंगी। छड़ों की मजबूती के लिए किसी भी प्रकार के दावे पर विचार नहीं किया जाएगा।
- (iii) 10 मि. मी. व्यास से अधिक व्यास के स्टील का मामला सेवशनल वेट के आदार पर नियमित किया जाएगा। मार परिकलन उस मानक सेवशनल वेट से किया जाएगा जो के. ली. नि. वि. के नवीनतम विनिर्देशनों में लंबाई को वजन में परिवर्तित करने के लिए दिया गया है। किंतु 10 मि. मी. व्यास वाली स्टील की छड़ी के लिए निम्नलिखित प्रक्रिया अपनाई जाएगी। प्रत्येक व्यास की स्टील की छड़ों का औसत सेवशनल वेट निर्माण स्थल पर प्राप्त किए गए स्टील के प्रत्येक लॉट के नमूने से निकाला जाएगा। वास्तविक और मानक गुणांक में हुए परिवर्तनों को घ्यान में रखते हुए दी गई स्टील के वास्तविक वजन में आशोधन किया जाएगा और केवल इस आशोधित मूल्य को संविदाकार के खर्च में लिखा जाएगा।
- (iv) स्टील की अनुमान मूलक खपत के संबंध में प्रबलन छड़ों को संविदा में बताए गए अनुसार घडिक वसूली के उद्देश्य से व्यास वार सही किया जाएगा।
- 4. सीमेंट
- (1) संविदा में जैसा कि अन्यत्र उल्लेख किया गया सीमेंट निर्माण स्थल के लिए ही दिया जाएगा। फैक्टी के लिए तैयार सामग्री जैसे पूर्व निर्मित टाइल, खोखले कंकीट न्लाक, आर सी सी पाइप आदि नहीं दिए जाएंगे।
- 5. जब तक कि मात्र की अनुसूची में अन्यथा उपलब्ध न किया गया हो, संविदाकार द्वारा दी गई दरें निर्माण कार्य की सभी ऊनाईयों, लिफ्टों और गहराई के लिए लागू होंगी तथा इस बारे में कुछ भी अतिरिक्त राशि देय नहीं होगी।
- 6. खोदी गई अतिरिक्त मिट्टी जो इंजीनियर के कार्य की आवश्यकता के अलावा है, उसके संबंध में नियोक्ता द्वारा संविदाकार को यह अनुमति दी जाती है कि वह स्वयं अपने विवेकानुसार इसका निपटान कर दे अथवा प्राइवेट पार्टी को खोदी गई अतिरिक्त मिट्टी बेचे परंतु यदि नियोक्ता के किसी अन्य कार्य में उस गिट्टी की आवश्यकता नहीं है तो अतिरिक्त गिट्टी के गिपटा। या उसे ले जाने के लिए अतिरिक्त राशि का मुगतान नहीं किया जाएगा।

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- संरचनालक एवं वास्तु संबंधी आरेखनों में कोई भी कार्य करने से पहले हमेशा उचित रूप से सह-सम्बन्ध स्थापित किया जाएगा। तथापि, निविदा के साथ संलग्न मात्राओं की अनुसूची में दी गई मदों में एवं संबंधित मद के आरेखन में किसी भी प्रकार की विसंगति होने पर पहले वाला प्रभावी होगा जब तक कि इंजीनियर द्वारा लिखित रूप से न दिया जाएगा।
- 2. निर्माण-कार्य निष्पादन के समय वर्षा, हिमपात, बाढ़ या अन्य किसी प्राकृतिक कारण से हुए नुकसान के लिए संविदाकार को कोई भुगतान नहीं किया जाएगा। निर्माण कार्य की हानि को क्षतिपूर्ति संविदाकार अपने खर्च से करेगा और इसके लिए किसी भी प्रकार के दावों पर विचार नहीं किया जाएगा।
- 3. प्रयोग की जाने वाली सभी सामग्री विनिर्देशनों के अनुसार और आइ एस आइ मार्क जहां जो लागू हो, के अनुसार होगा। दी गई आइ एस आइ मार्क का रांबंध नंबीनतम बी आइ एस कोड से है जिसे निविदा खोलने की तारीख से पहले 30 दिन तक भारतीय मानक ब्यूरों द्वारा प्रकाशित किया गया है।
- 4. संविदाकार गानक विनिर्देशनों और/या इंजीनियर द्वारा दिए गए निदेश के अनुसार संपूर्ण आधिष्ठातन(अधिष्ठापनों) का कार्य—िप्पादन परीक्षण करेगा तथा परीक्षण प्रमाण-पत्र भी प्रस्तुत करेगा जेसा कि म्यूनिसिपल/इलैक्ट्रिकल प्राधिकरों या अन्य किसी प्राधिकारी द्वारा अपेक्षित है। दिए गए शुल्क के अलावा ऐसे प्राधिकारियों को उस कार्य के लिए कुछ भी अतिरिक्त राशि देय नहीं होगी जिसकी रसीद प्रस्तुत करने पर प्रतिपूर्ति की जाएगी।

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कहा प से ऐस परिषद् आगे वि	पह करार एक पक्षकार के रूप में
सहमत संबंधित कार्य दे शामिल के आप मात्रा दे से संस सामग्रिय करार इकार स	हो गया है तथा संविदाकार ने नियोक्ता को यह आवदेन किया है कि वह उसे निर्माण स्थल पर पूर्ण रूप से उससे त तथा उसके द्वारा लाई गई सामग्रियों की प्रतिभूति के आधार पर उक्त करार के अनुसार इस प्रकार के निर्माण के लिए उधार की अनुमति दे जैसाकि उसने पूर्ण कार्य) इसमें सामग्री तथा श्रम की लागत और अन्य प्रभार भी है) के लिए नियत दरों पर निष्पादित करने का वचन दिया है और नियोक्ता संविदाकार को सामग्रियों की प्रतिभूति धार पर (रुपये की स्वार को संविदाकार द्वारा को संविदाकार द्वारा को संविदाकार को संविदाकार वाल लेखा विल जिन्य विवरण तारीख की हिए गए है और नियोक्ता को निर्माण-स्थन पर संविदाकार द्वारा लाई गई अन्य ग्रीतभूत उधार के लेखा में दिए गए है और नियोक्ता को निर्माण-स्थन पर संविदाकार द्वारा लाई गई अन्य ग्री की प्रतिभूति के आधार पर आगे कोई अन्य प्रधार को देने का है। यह करार इस वात का साक्षी है कि उक्त के अनुसार तथा उन विलेखों के निष्पादन तक अथवा उसके पहले नियोक्ता द्वारा संविदाकार को भी गई की अनुसार तथा उन विलेखों के निष्पादन तक अथवा उसके पहले नियोक्ता द्वारा संविदाकार को सभी गई सम्भागे उधार दी गई राशि (यदि कोई है) जैसाकि ऊपर उल्लिखित है, संविदाकार एतद्द्वारा प्रसंविदा करता है तथा से सहमत है और निम्नलिखित प्रकार से घोषणा करता है:
1.	उपर दिए अनुसार नियोक्ता द्वारा संविदाकार को उधार दी गई
2.	प्रतिभूत उधार के उक्त लेखा में दी गई सामग्री जिसके संबंध में प्रस्ताव किया गया है और प्रतिमृति के रूप में नियोक्ता द्वारा स्वीकार की गई है, पूर्ण रूप से संविदाकार की अपनी संपत्ति है तथा सभी प्रकार से भारगुक्त है और संविदाकार उस सामग्री की प्रतिमृति के आधार पर आगे और उधार प्राप्त करने के लिए कोई आवदेन करेगा जो पूर्ण रूप से उसकी अपनी संपत्ति नहीं है व सभी संविदाकार उस सामग्री के संबंध में नियोक्ता को सारे दावों की राशि की क्षतिपूर्ति करेगा, जिसके लिए उपर्युवतानुसार उसे उधार दिया गया है।
3.	प्रतिभूत उधार के उक्त लेखा में दी गई सामग्री तथा वह सारी सामग्री जिसकी प्रतिभूति आधार पर आगे और उधार दिया जाएगा (जैसाकि ऊपर उल्लेख किया गया है) जिसे इसके बाद उक्त सामग्री कहा जाएगा का प्रयोग केवल संविदाकार द्वारा इंजीनियर के निदेशों तथा उक्त करार की शर्तों के अनुसार उक्त निर्माण-कार्य के निष्पादन के लिए किया जाएगा।
4.	संविदाकार उक्त सामग्रियों के सभी जोखिमों के संबंध में उचित निगरानी और पुरिक्षत अमिरक्षा करेगा और सुरक्षा के लिए अपने खर्च पर सभी आवश्यक तथा पर्यात व्यवस्थाएं करेगा तथा जब तक कि उक्त सामग्री का उपर्युक्त निर्माण कार्य में उपयोग नहीं हो जाता तक तक उक्त सामग्री संविद्याकार की अभिरक्षा में तथा उसके अपने उत्तरदायित में उबत निर्माण खल पर रहेगी तथा किसी भी समय निर्योक्ता या उसके क्रारा प्राधिकृत किसी अधिकारी के निर्माण के लिए खुली रहेगी। उक्त सामग्री या उसके किसी माग की चेरी हो जाने, उत्तर्क नष्ट हो जाने या शिश्राला ही जाने या चेही शामा में खता हो जाने गर उसके क्षय के लिए संविध्यकार

उसी गुणता की दूसरो सामग्री ये उसे अधिलम्ब चडल देशा या उसकी नरमात करणा और उसकी सही स्थिति में लाएगा जैसाकि देजीनियर ने मांग की हो।

- नियोक्ता या उसकी ओर से उसके द्वारा प्राधिकृत अधिकारों की लिखित अनुमित के विना उक्त सामग्री किसी भी कारण से उक्त निर्माण-स्थल से हटाई नहीं जाएगी।
- 6. उक्त करार की शतों और उपलबंधों के अनुसार उक्त निर्माण-कार्य के लिए संविदाकार को देय कीमत नियोक्ता से प्राप्त करने से पूर्व उधार की राशि पूर्ण रूप से प्रतिसंदेय होगी तथापि यदि किए गए निर्माण-कार्य के बारे में संविदाकार को कोई अतः कालीन संदाय किया जाता है तब प्रत्येक ऐसे संदाय पर नियोक्ता को ऐसे संदाय के लिए संविदाकार के बिल से वसूली करने का अधिकार होगा। यह वसूली संविदाकार के बिल से उस सामग्री के मूल्य की कटौती करके की जाएगी, जिसे वास्तव में निर्माण कार्य में प्रयोग में लाया गया है और जिसके संबंध में पहले वसूली नहीं की गई है। इस प्रयोजनार्थ मूल्य निर्धारण प्रत्येक सामग्री के संबंध में पहले वसूली नहीं की गई है। इस प्रयोजनार्थ मूल्य निर्धारण प्रत्येक सामग्री के संबंध में उन दरों पर किया जाएगा, जिन पर इन विलेखों के अंतर्गत उधार की राशि की गणना की गई।
- 7. यदि संविदाकार किसी समय उक्त करार या विलेख के उपबंध की किसी शर्त के पालन या निष्पादन में कोई चूक करता है तो वह उधार की कुल धनराशि जो नियोक्ता के पास हैं, ऐसी चूक होने के तुरन्त बाद नियोक्ता से उसी तारीख से 12 प्रतिशत्न वार्षिक व्याज के साथ उधार की तारीख से वापस लौटाने की तारीख तक वापस लौटाएगा और इसमें समस्त लागत प्रभार, सित और नियोक्ता द्वारा किए गए व्यय या उसकी वसूली के लिए या उस प्रतिभृति के प्रवर्तन अथवा संविदाकार की चूक के कारण किए गए व्यय भी शामिल हैं। संविदाकार एतद्वारा प्रसंविदा करता है तथा तहनुसार उधार की राशि लौटाने के लिए नियोक्ता से कारार करता है।
- (क) उक्त करार में इस निर्मित दिए गए उपलब्धों के अनुसार संविदाकार की ओर से उक्त निर्माण कार्य की पूरा करने में उक्त सामग्री या उसके किसी भाग का अभिग्रहण करना आर ऐसे उपयोग में लाना तथा इस प्रकार के निर्माण-कार्य की पूर्ण करने में प्रभावी वास्तविक लागत संविदाकार के खर्च में लिखना और इस विलेख के अन्तर्गत उधार की राशि के संबंध में देय राशि बताना और किए गए निर्माण कार्य की लागत के संबंध में संविदाकार को यह श्रेय प्रदान करना कि उसने उक्त करार के अनुसार प्रदत्त मूल्य पर निर्माण-कार्य किया है। यदि संविदाकार का तरफ कोई बकाया राशि शेष है तो वह उसे नियोक्ता को उसकी मांग पर बापस कर देगा।
- (ख) अभिग्रहीत सामग्री या उसके किसी भाग को सार्वजनिक नीलागी द्वारा हटाना या उसे बेचना और उसकी विक्री से प्राप्त राशि को नियोक्ता को लौटाए जाने के लिए इस विलेख के अंतर्गत रोक रखना (प्रतिधारित करना) और अधिशेष (यदि कोई हो) का भुगतान संविदाकार को करना।

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- (ग) प्रतिभृति जमा राशि में से समस्त राशि या उसके किसी भाग या उस्त करार के अंतर्गत संविदाकार को देय राशि की कटौती करना।
- 9. संविदाकार की ओर से हुई इन चूकों के अलावा जैसाकि ऊपर कहा गया उक्त उधार की राशि पर ब्याज़ की राशि देय नहीं होगी।

इसके साक्ष्यस्वरूप और वर्ष में अपने उपने कारण कर कि हैं।	में निर्मातम के अपनेस - 02
लिखी तारीख और वर्ष में अपने अपने हस्ताक्षर कर दिए हैं।	

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क्रमांक	पृष्ठ	पैरा	संशोधन		
1	2	1(香)	सशोधन 6 के स्थान पर 12 करें फार्य' के बाद नया 34 पैरा निम्नानुसार जोई : 1नेयोक्ता' का अर्थ होगा महानिदेशक, सीएसआईआर अथवा इस कार्य हेतु महानिदेशक द्वारा प्राधिकृत कोई अधिकारी		
2	5	1(평)			
3	6	पैरा 3 के बाद	पैरा 3 के बाद नया पैरा 3क जोई :- "निविदा की पर्याप्तता" यह माना जाएगा कि निविदा करने से पूर्व निर्माण कार्य और मदों की अनुसूची में उद्दूत दर एवं मूल्य के लिए निविदा की शुद्धता और पर्याप्ताता के संबंध में संविदाकार संतुष्ट है जबिक इन दरों एवं गूल्य में, अन्यथा उपलब्ध कराए जाने के अलावा, संविदा के अन्तर्गत संविदाकार के सभी दायित्व और निर्माण कार्य को ठीक प्रकार से पूरा करने और उसके रख-रखाव के लिए आवश्यक सभी मामले एवं वस्तुएं सम्मिनित होंगी।		
4	8	6	उप पैरा (ज) जोई :- खुते बाजार में अनुमोदित क्वालिटी के सीमेंट और स्टील की सहज उपलब्धता होने पर इन मर्दों को संविदाकर की आपूर्ति बनाना नियोक्ता का स्वेच्छा निर्णय होगा।		
5	8	8(a)	जोड़ें "संतरनक ॥ में संदर्भित"		
6	9	10	उप पैरा 10 (छ) जोई :-		
			"अंतर सीमा" निर्माण कार्य 30% रख-रखाव/आकस्मिक कार्य 50% स्थापना कार्य 100% सेवा कार्य 30%		
7	9	11(b) प्रथम पंक्ति पंचम पंक्ति सप्तम पंक्ति	संशोधन कर के इस प्रकार पढ़ें यदि लेखा परीक्षा/तकनीकी परीक्षण के आधार पर इंजीनियर अथवा नियोक्ता को ऐस लगता है कि कोई भी कार्य निष्पादित किया गया है 6 के स्थान पर 12 (संशोधित) करें 6 के स्थान पर 12 (संशोधित) करें		
8	12	19	जोई - "कार्य आरंभ करने से पहले संविदाकार कॉट्रेफ्ट लेबर एक्ट 1970 और कांन्ट्रेक्ट लेबर सेन्ट्रल रुखा 1971 के अधीन एक वैध लाइमेंस पाप्त करेगा जो कि कार्य के समापन तक वैध होना चाहिए"।		
9	16	26(법)	जोई :- तथापि प्रतिभूति जमा की वापसी श्रग अधिकारी से देय अथवा दावा प्राप्त न		
10 .	.17	28	- उप पैरा (घ) जोई "नियोक्ता स्वेच्छा निर्णय से विशेष कार्य जैसे तिफ्ट एवं इलैक्ट्रिकल तथा मैकेनिकल इंस्टॉलेशन इत्यादि के मामले में, जहां मूल्य भिन्नता बिल्डिंग निर्माण कार्य के समान नहीं है, मूल्यवृद्धि हेतु आईईईएमए (इंडियन इलैक्ट्रॉनिक्स मैन्युफेक्चरर्स एसोसिएशन) क्लॉज की अनुमति दे सकता है।		

11	17	29	निम्नानुसार संशोधन करें
		29	माध्यस्थम् (क) जहां संविदा में अन्यथा उपवंधित है, वहां के सिवाय इसमें इसके पूर्व वर्णित विनिर्देशनों, डिजाइनों, आरंखनों और अनुदेशों के अर्थ से संबंधित और कार्य में प्रयुक्त कर्म कौशल या सामग्री की क्वालिटी के संबंध में या किसी अन्य प्रश्न, दावे अधिकार, बात या चीज के संबंध में वह चाहे जो भी हो, जो संविदा, डिजाइनों विनिर्देशनों, प्राक्कलनों अनुदेशों या इन शर्ती से किसी भी प्रकार उद्भूत हुई है या उससे संबंद है या अन्यथा कार्यों के संबंध में है अथवा उसके निष्पादन या निष्पादन में असफतता से संयुक्त हैं, सभी प्रश्न और विवाद चाहे वे कार्य की प्रगति के दौरान या उसके पूरे हो जाने या परित्याग के पश्चात् उद्भुत हुए हैं विवाद के समय वैज्ञानिक तथा औद्गिशिक अनुशंधान परिषद के महानिदेशक द्वारा नियुक्त व्यक्ति के एकसात माध्यस्थम को निर्देशित किए जाएंगे। किसी भी पक्ष द्वारा अनुरोग प्राप्त होने के 30 दिन के अन्दर मध्यस्थ की नियुक्ति की जाएंगी। उस मध्यस्थ के, जिसको विवाद मूलतः निर्देश्ट किया गया है किसी कारणवंश कार्य करने के लिए अनिच्छुक होने या असमर्थ होने पर, महानिदेशक संविदा के निवंधनों के अनुसार किसी अन्य
Y			हान या असमय होने पर, महाशिवाक सामक के लिए नियुक्त करेगी। ऐसा व्यक्ति व्यक्ति को मध्यस्थ के रूप में कार्य करने के लिए नियुक्त करेगी। ऐसा व्यक्ति निर्देश के संबंध में उस प्रक्रम से जिस पर उसके पूर्ववर्ती ने उसे छोड़ा था, आगे कार्यवाही करने का हकदार होगा। मध्यस्थ निर्णय देगा। मध्यस्थ का यह निर्णय आंतम होगा और दोनों पक्षों को मान्य होगा। मध्यस्थ का शुक्क दोनों पक्षों को
			संगान रूप से वहन करना होगा। (ख) इस संविदा का एक निबंधन यह भी है कि आध्यस्थम का इच्छुक संविदाकर इस खंड के अधीन माध्यस्थम को निर्देशित किए जाने वाले विवाद या विवादों के साथ एन्येक ऐसे विवाद के संबंध में दावा की गई रकम या रकमों को भी विनिर्दिष्ट
			करेगा। (ग) इस संविदा का एक निबंधन यह भी है कि संविदाकार नियोक्ता से यह सूचना मिलने के कि बिल संदाय के लिए तैयार है, 90 दिन के अंदर लिखित रूप में किसी दावे की बाबत गाध्यस्थम की कोई मांग नहीं करता है/करते हैं तो संविदाकर का दावा अधित्यक्त और पूर्ण रूप से वर्जित माना जाएगा और नियोक्ता संविदा के अधीन उन दावों के संबंध में सब दायित्वों से उन्मोचित और निमुक्त हो जाएगा (ए) उपर जो कुछ कहा गया है, उसके अधीन रहते हुए माध्यस्थम अधिनियम 1946 या उसके सांविधिक आशोधन या पुनराधिनियमित और उसके अधीन बनाए गए
			नियमों के उपबंध जो तत्समय प्रवृत हों, इस खंड के अधीन माध्यस्थम निर्देश को लाग होंगे।
.12	ie	भेता 30 जोड	पैरा 30 निम्नानुसार जोड़ें : "विखंडित सामग्री" छेनेदार किसी ढांचे को विखंडित करने, सर्विसेज सब सिस्टम/इंस्टॉनेशन, निर्माण हेतु स्थान की खुदाई इत्यादि करने से प्राप्त सभी सामग्री को नियोक्ता की संपत्ति मानेगा एवं इस प्रकार की सामग्री का निपटान नियोक्ता के लाभार्थ इंजीनियर द्वारा लिखित रूप से दिए गए अनुदेशों के अनुसार किया जाएगा।

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		ा पाउ, कार्य लिखारच विकास
California de la companya de la comp		जोई होना सुनिश्चित करने के लिए संविदा पर कार्य प्रदान करने के लिए प्राधिकृत
1		अधिकारी द्वारा यथा आवश्यकता कार्ग सौंपे जाने से पूर्व राविदानार रो कार्य निष्
14	19	प्रत्याभृति ली जा सकती है। कार्य निष्पादन न कोर्ट एक नावदावनर से कार्य निष
	1 13	प्रत्याभृति ली जा सकती है। कार्थ निष्पादन न होने पर प्रत्याभृति भुनायी जा सक 2 संशोधन करें- किसी प्रकार की विसंगति होने पर निर्वचन में पूर्वता क्रम निम्नानुस
		होगाः , लावपन म प्वता क्रम निम्नान्स
	100	ग परिणामां की अनुसूची
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	Lander I	र्शोवेशेष शर्त
		vi)अतिरिक्त तकनीकी विनिर्देशन
		viii)सीपीडब्लूडी नवीनतम सिविल एवं इलैक्ट्रिकल विनिर्देश
		ix)अन्तर्राष्ट्रीय कोइस
	and the same	श्र [ो] बेस्ट इंजोनियरी प्रेक्टिस
5	24	
	24	संतरनक ॥ को निम्नानुसार जोड़ें ;
	I I	संविदाकार का साइट अधीक्षण
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		्र निर्माण कार्य पर केक्क
1	I I	िनिर्माण कार्य पर ठेकेटार स्वया रूपेंच ६
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माकित तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सहक निर्माण कार्य के
	1 m= 1 m= 1 m= 1 m=	निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माकित तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ।)निविदा की लागत 10 जाल के स्टि
	ine (1942 - 1766 - 1768	निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माकित तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ।)निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर
+ 1 +		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माकित तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ।)निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माकित तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ।)निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माणित तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ()निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर ()।निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होल्डर ओवरसियर जिसे कम से कम होने पर हो.
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		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माण कार्य के लिए (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ())निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर (ं))निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होल्डर ओवरितयर जिसे कम से कम तीन वर्ष का अनुभव हो. (॥), निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर क्वालिफाइड डिप्लोमा होल्डर (ख) निविदा की लागत 50,000 रू. में भिष्ठक होने पर सेनेटरी एवं जल आपूर्ति निर्माण कार्यों के लिए एक क्यांनियान के से भिष्ठक होने पर सेनेटरी एवं जल आपूर्ति निर्माण
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माण कार्य के लिए (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ())निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर (ii)निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वातिफाइड डिप्लोमा होल्डर ओवरसियर जिसे कम से कम तीन वर्ष का अनुभव हो. (iii), निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर क्वातिफाइड डिप्लोमा होल्डर (ख) निविदा की लागत 50,000 क. में अधिक होने पर सेनेटरी एवं जल आपूर्ति निर्माण कार्यों के लिए एक क्वातिफाइड डिप्लोमा होल्डर जिसे कम से कम 5 वर्षों का अनुभव हो, जिसमें से एक वर्ष का अनुभव सेनिटरी एवं जल आपूर्ति निर्माण कार्यों का हो
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		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माणिक तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए () निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर (ii) निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होल्डर ओक्सलियर जिसे कम से कम तीन वर्ष का अनुभव हो. (III). निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर क्वालिफाइड डिप्लोमा होल्डर (ख) निविदा की लागत 50,000 रू. में अधिक होने पर सेनेटरी एवं जल आपूर्ति निर्माण कार्यों के लिए एक क्वालिफाइड डिप्लोमा होल्डर जिसे कम से कम 5 वर्षों का अनुभव हो, जिसमें से एक वर्ष का अनुभव सेनिटरी एवं जल आपूर्ति निर्माण कार्यों के हो, (ग) इलैक्ट्रिकल कार्यों के लिए () निविदा की लागत कम से कम 1.5 लाख होने पर एक क्वालिफाइड ग्रेजएट इंजीलियर जिसके पास मान्यता प्राप्त विकार
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माणकार्य के लिए (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ())निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर (i))निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होन्डर ओवरसियर जिसे कम से कम तीन वर्ष का अनुभव हो. (ii), निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर ववालिफाइड डिप्लोमा होन्डर (ख) निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर ववालिफाइड डिप्लोमा होन्डर (ख) निविदा की लागत 50,000 क. में भिष्क होने पर सेनेटरी एवं जल आपूर्ति निर्माण कार्यों के लिए एक क्वालिफाइड डिप्लोमा होन्डर जिसे कम से कम 5 वर्षों का अनुभव हो, जिसमें से एक वर्ष का अनुभव सेनिटरी एवं जल आपूर्ति निर्माण कार्यों का हो, (ग) इतैक्ट्रिकल कार्यों के लिए () निविदा की लागत कम से कम 1.5 लाख होने पर एक क्वालिफाइड ग्रेजुएट इंजीनियर जसके पास मान्यता प्राप्त विश्वविद्यालय से इतैक्ट्रिकल इंजीनियर में डिगी हो लथा
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माणकार्य के लिए (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ())निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर ())निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होल्डर ओवरसियर जिसे कम से कम तीन वर्ष का अनुभव हो. (अ) निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर क्वालिफाइड डिप्लोमा होल्डर (ख) निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर कार्यों के लिए एक क्वालिफाइड डिप्लोमा होल्डर जिसे कम से कम 5 वर्षों का अनुभव हो, जिसमें से एक वर्ष का अनुभव सेनिटरी एवं जल आपूर्ति निर्माण कार्यों का हो, (ग) इलैक्ट्रिकल कार्यों के लिए () निविदा की लागत कम से कम 1.5 लाख होने पर एक क्वालिफाइड ग्रेजुएट इंजीनियर कम से कम तीन वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा हो लशा कम से कम 7 वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा हो लशा
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माणकार्य के लिए (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ())निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर ())निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होल्डर ओवरसियर जिसे कम से कम तीन वर्ष का अनुभव हो. (अ) निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर क्वालिफाइड डिप्लोमा होल्डर (ख) निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर कार्यों के लिए एक क्वालिफाइड डिप्लोमा होल्डर जिसे कम से कम 5 वर्षों का अनुभव हो, जिसमें से एक वर्ष का अनुभव सेनिटरी एवं जल आपूर्ति निर्माण कार्यों का हो, (ग) इलैक्ट्रिकल कार्यों के लिए () निविदा की लागत कम से कम 1.5 लाख होने पर एक क्वालिफाइड ग्रेजुएट इंजीनियर कम से कम तीन वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा हो लशा कम से कम 7 वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा हो लशा
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माण तक्नीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ।)निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर ।)निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होल्डर ओवरसियर जिसे कम से कम तीन वर्ष का अनुभव हो. ।।।), निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर विविद्य की लागत 50,000 क. में अधिक होने पर सेनेटरी एवं जल आपूर्ति निर्माण कार्यों के लिए एक क्वालिफाइड डिप्लोमा होल्डर (ख) निविदा की लागत 50,000 क. में अधिक होने पर सेनेटरी एवं जल आपूर्ति निर्माण हो, जिसमें से एक वर्ष का अनुभव सेनिटरी एवं जल आपूर्ति निर्माण कार्यों का हो, (ग) इलैक्ट्रिकल कार्यों के लिए ।) निविदा की लागत कम से कम 1.5 लाख होने पर एक क्वालिफाइड ग्रेजुएट इंजीनियर कम से कम तीन वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा हो तथा कम से कम 7 वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा हो तथा
		निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्माणिकत तकनीकी स्टाफ नियुक्त किया जाएगा (क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए ())निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर ())निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होन्डर ओवरसियर जिसे कंम से कम तीन वर्ष का अनुभव हो. (आ), निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर ववालिफाइड डिप्लोमा होन्डर (ख) निविदा की लागत 50,000 रू. मे अधिक होने पर सेनेटरी एवं जल आपूर्ति निर्माण कार्यों के लिए एक क्वालिफाइड डिप्लोमा होन्डर जिसे कम से कम 5 वर्षों का अनुभव हो, जिसमें से एक वर्ष का अनुभव सेनिटरी एवं जल आपूर्ति निर्माण कार्यों का हो, (ग) इतैक्ट्रिकल कार्यों के लिए () निविदा की लागत कम से कम 1.5 लाख होने पर एक क्वालिफाइड ग्रेजुएट इंजीनियर कम से कम तीन वर्ष का अवश्व को अवश्व को स्वास्त से इतैक्ट्रिकल इंजीनियर में डिगी हो तथा

			iii) निविदा की लागत 37.00 रुपए से अधिक और 75000 रू से कम होने पर इलैक्ट्रिकल इंजीनियरी में एक डिप्लोमा होल्डर जिरो कम से कम 3 वर्ष का अनुभव हो b) कार्य की निविदा लागत 75000 से अधिक और 37000 रू से कम होने पर एक लाइसेंस प्राप्त सुपरवाइजर जिसे कम से कम तीन वर्ष का अनुभव हो। (घ) यदि संविदाकार तकनीकी स्टाफ को नियुक्त नहीं कर पता है तो चूक के लिए उचित राशि का भुगतान करना होगा जो प्रत्येक माह निम्नांकित राशि से अधिक नहीं होगी। यह तस्त्री सीपीइब्ल्डी के आधार पर सीएराआईआर द्वारा समय- समय पर किए गए संशोधन के अधीन होगी।
			।) ग्रेजुएट इंजीनियर को नियुक्त किए जाने के मागते में रू 3000/ ॥) क्वांतिफाइड डिप्लोमा होल्डर को नियुक्त किए जाने की आवश्यक ता होने के मामले में रूप 15000/ ॥) तमनीकी सुपरवाइजर नियुक्त किए जाने की आवश्यकता के सामले में रू 750/
16	16 :	क्लॉज 28 पैरा (II)	कार्य की लागत जिस पर मूल्य वृद्धि का भुगतान किया जाएगा उसवी गणना पालू अथवा फाइलन बिल के अगुसार कीर्य की कीमत के 85% के अनुसार और इस राशि से नियोक्ता द्वारा आपूर्ति की गई सामग्री की कीमत

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	सीएसआईआर में निर्माण कार्य हेतु सोवेदा का संशोधन	मंशोभित पावधान
पृष्ठ 2 पैस 17 (4)	निविदा में दी गई अनुमानित लागत की अधिकतमा0 प्रतिशत बयाना राशि सहित चालू रिनेंग बिल में से किए गए कार्य के समस्त मूल्य जा अधिकतम 5.00 लाख (पाँच लाख रूपये मात्र) प्रतिभृति जमा के लिए काटा जाएगा।	बिल की कुल राशि के 10.प्रतिशत की दर से संविदाकार के प्रत्येक बालू बिल रिनेंग बिल से फाटा जाएगा जब तक कि यह सांशे जमा की गर बयाना राशि सहित कार्य के निविदा मूल्य की 5 प्रतिशत के बराबर हो जाए। इसके अलावा संविदाकार को संविदा की कीमत के 5 प्रतिशत के समान राशि को कार्य निष्पादन प्रतिभूति के रूप उसे जारी किए गए पत्र में दी गई कार्य आरम्भ करने की तारीख तक जमा कराना होगा।
पृष्ठ 15 पैरा 26	संविदाकार किए गए और मापे गए कार्य का कोई भुगतान करते समय नियोकता को वयाना सशि यदि कोई है, के साथ प्रत्येक	उपर्युक्त 1 के अनुसार
(89)	चाल् वित में किए गए कार्य के कुल मूल्य के 10 प्रतिशत की दर से कटौती करने की अनुमति देगा। संविदाकर द्वारा पहले ही जमा की गयी वह बयाना राशि वह राशि होगी जो अनुमानित लागत का 10 प्रतिशत या 5 लाख रुपये में से जो भी राशि कम हो, बशर्त कि प्रतिभृति जमा की पूरी राशि या आविधक जमा रसीदे के रूप में नियोक्ता के पक्ष में गिरवी न की गई हो।	
	यदि नियोक्ता द्वारा सामग्री की कीमत नहीं दी जाती है तथाया निर्माण कार्य के निष्पादन के लिए अपेक्षित श्रमिकों की मजदूरी बढ़ जाती है तो संविदाकर को मीचे दिए गए प्रावधानों के अनुसार ऐसी वृद्धि के लिए क्षतिपूर्ति की जाएगी ज्ञाथा तदनुसार संविदाकार की राशि अन्न-भिन्न होगी। मूल्य वृद्धि की क्षतिपूर्ति संविदा की निर्धारित अवधि के दौरान किए गए कार्य के लिए ही की जाएगी। इसमें वह अवधि भी है, जिसके लिए गंविदा का सामान्य शतों के खंड 20 के अनुसार क्षतिपूर्ति की राशि की वस्ती किए बिना संविदा की सामान्य शतों के खंड 22 के उपवधों के अनुसार विधिसम्मत रूप से बढ़ाई गई है। यह क्षतिपूर्ति इस गतें के अनुसार भी की जाएगी कि ऐसे निर्माण कार्य के लिए किसी भी प्रकार की क्षतिपूर्ति की राशि देय नहीं होगी जिसके पूर्ण होने की निर्धारित अवधि छह महीने या इससे कम है। सामग्री मूल्य और श्रम में वृद्धिक कारण ऐसी क्षतिपूर्ति तेय होने पर उसकी गणना प्रावधान के आधार पर की जाएगी।	यदि नियोक्ता द्वारा सामग्री की कीमत नहीं दी जाती है तथा/या निर्माण कार्य के निष्पादन के लिए अपेक्षित श्रमिकां की मजदूर के जोती है तो संविदाकर को नीचे दिए गए प्रावधानों के अनुसार ऐसी वृद्धि के लिए क्षतिपूर्ति की जाएगी तथा सदनुसार संविदाकार की गांशि मिन्न जिन्न होगी। मृल्य वृद्धि की क्षतिपूर्ति गांविदा की निर्धारित अविधि के दौरान किए गए कार्य के लिए ही की जाएगी। इसमें वह अविधि भी है, जिसके लिए संविदा का रागान्य शर्तों के खंड 20 के अनुसार क्षतिपूर्ति की राशि की वसूली किए बिना संविदा की सामान्य शर्तों के ग्रव 22 के उपनंगों के ग्रनुसार विधियागा। इस में बढ़ाई गई है। यह क्षतिपूर्ति इस शर्त के अनुसार भी की जाएगी कि ऐसे निर्माण कार्य के लिए किसी भी प्रकार की क्षतिपूर्ति की राशि देय नहीं होगी जिसके पूर्ण होने की निर्धारित अविधि अठारह महीने या इससे कम है। जब सामग्री मृल्य और श्रम में वृद्धिके कारण ऐसी क्षतिपूर्ति देय होने पर उसकी गणना प्रावधान के आधार पर की जाएगी।

संशोधन - निर्माण कार्य संविदा की शर्तें

क्रमाक	पृष्ठ पैरा	संशोधन
1	7 5 (क)	

करार की शर्ते

यह	करार की शर्ते एक पदाकार के रूप में वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्, नर्ड दिल्ली, जो सीसायटी
रजिस्ट्रेश	न एक्ट 1860 के अधीन एक पनाकृत सारायटा है, राजात इस न जान के अधिकारी भी हैं) और नाम
इसके	उत्तरवर्ती और समनुदाशता और वावाइण करा गया है और अभिप्रेत है तथा उसके
अन्तर्गत	उसके/उनके बारिस निष्पादक प्रशासक तथा अनुझात रागनुदेशिती हैं) के बीच आज तारीख
निर्धारित	की गयी।
नियं मात्रा अन्	की गया। कार्य करने और उनके लिए ड्राइंग, गोक्ता
एवं मात्र	ा अनुसूची तथा अन्य दस्तावजा पर पंचामारा क्या जाता है और घोषणा की जाती है कि: के पक्षकारों द्वारा और उनके बीच निम्नलिखित करार किया जाता है और घोषणा की जाती है कि:
इस	
· i.	के पक्षकारा द्वारा आर उनक बाच गम्मालाखर करार महिलाकारों को यहां इसमें आगे उल्लेखित शतों के अधीन संविदाकारों को किए जाने वाले भुगतान के संबंध में संविदाकारों को यहां इसमें आगे उल्लेखित शतों के अधीन एवं अनुसार संलंग्न गात्रा अनुसूची में विनिर्दिष्ट दरीं पर उपलब्ध कराए गए सामान से विनिर्देशनों डिजाइन, एवं अनुसार संलंग्न गात्रा अनुसूची में विनिर्दिष्ट दरीं पर उपलब्ध करा। होगा। निर्माण कार्य पूरा करने की इाइंग एवं लिखित अनुदेशों के अनुसार निर्माण कार्य करना होगा। निर्माण कार्य पूरा करने की अवधि अवधि अवधि अवधि अवधि अवधि अवधि अवधि
2.	दिन से आरम्भ मानी जाएगा। नियोक्ता उक्त शर्ती में विनिर्दिष्ट तरीके से संविदाकारों को सगय-सगय पर देव होने वाली राशि का गुगतान करेगा।
	र करें है अन्य निम्निखित प्रलेख भी है:
3.	सचिदा की सामान्य शर्ते मृसे
1)	सायदा का सामान्य सत्त ह
ii)	विशेष शर्ते पृ. सं
iii)	अतिरिक्त शर्ते पृ. सं
iv)	प्रतिभूत उघार के लिए करार पृ. संसे
v)	फर्म के दिनांकके पत्र के आवरण पत्र के साथ मूल निविदा प्रलेख
vi)	
vII)	
	इसके साक्ष्य स्वरूप संबंधित पक्षों ने ऊपर उल्लेखित दिन और वर्ष को निम्नलिखित सादिायों के समक्ष हस्ताक्षर
viii)	किए:
	नियोक्ताः
(1)	
(2)	की उपस्थित मेंके लिए और उसकी ओर से हस्ताक्षर किए।
	मंगिटाकार
	उक्त संविदाकार ने (1) (2) की उपस्थिति में हस्ताक्षर किए।

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*** SPECIAL CONDITIONS ***

- These special conditions are meant to amplify the general specifications and general conditions of contract.
- Work shall be done as per CPWD specification.

In case of any discrepancy the order of precedence in interpretation shall be as under.

- Selectate of quantities.
- General Conditions of contract.
- Special Conditions, Additional Conditions & Additional Specifications.
- Specialist's work, the specification of which are attached.
- Additional Specifications for Electrical works conduit laying, hoxes etc.
- (vi) CPWD latest civil and Electrical works specifications.
- (vii) LS.Codes.
- (viii) International codes.
- (ix) . Best Engineering practice.

3. STEEL

- Steel to be issued as stated elsewhere in the contract shall be for reinforcement bars for RCC work. For all other items of steel work the contractor shall procure the same.
- Reinforcement bars for RCC work will be issued in available coils and straight lengths. No claim
- Issue of steel of diameters above 10 mm dia will be regulated on sectional weight basis, weight (iii) being calculated with the help of the standard sectional weights as given in the CPWD latest specifications for eonversion of length to weight. However, for bars upto and including 10 mm dia the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard co-efficient and the contractor's account will be debited by the cost of this modified quantity only.
- (iv) For theoretical consumption of steel reinforcement hars will be balanced diameterwise for the CEMENT

Cement to be issued as stated elsewhere in the contract shall be only for site work. For factory made products such as Pre-cast tiles, hollow concrete blocks, RCC pipes etc. cement shall not be issued.

- Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall apply for all heights, lifts, leads and depths of the work and nothing extra shall be payable on this account.
- The surplus excavated earth which is beyond the requirement of the Employer's work may be allowed by the Employer to be disposed off by the contractor on his own or sell the surplus excavated earth to private parties at his discretion but nothing extra will be paid for the carriage or disposal of surplus earth if the

*** ADDITIONAL CONDITIONS ***

- The structural and architectural drawings, shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and drawings relating to the relevant item the former shall prevail unless and otherwise given in writing by the Engineer.
- No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to were will be made good by the contractor at his own contract and no claim on this account shall be entertained.
- All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards upto 30 days before the date of opening the tender.
- The contractor shall give a performance test of the entire installation(s) as per standard specifications and/or as directed by the Engineer and will also submit. Test certificates as are required by Municipal/Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities which shall be reimbursed on production of receipts.

AMENDMENTS - CONDITIONS OF CONTRACT FOR WORKS

S.NO	PAGE	PARA	
1.5]		MODIFY
1.	2	1(a)	
2.	5	1(b)	Amend Six to Twelve
1.000	5-6-6	1(0)	AUG 3 notes and
L			"EMPLOYER" shall moss District "WORK" as below
3.	6	Affect	Tallice allinonzod bu of
	• 1	After para 3	I / NUU d new nor- or
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. 8	6		TO WOIRS
	0		Aug Silb Dam (-)
1	.]		Add sub para (g) as "In case of easy availability of approved quality of cement and steel in the open market will be Employer's discretion to make the
8	00	the state of the s	Solitiduors supaka
9	8(a)	Add "Annexure III refers."
13	10	17	Add sub para 10(f) as
			Deviation limits".
	- 1	· B	uilding work
		IN	laintenance/emergency works 30%
	1 .	F	oundation works 50%
. 9	-	- 5	Prvices works 100%
1 3	111	I M	odify to read as the same 30%
	first	line the	odify to read as "If it shall appear to the Engineer or to Employer based on audit/ technical examination that y work has been executed."
	. 4	an	y work has been executed."
	eth o		
	5 th lin	e Arr	iend six to twelve
1	70		
12	7 th line		end six to twelve
. '2	19	1 700	-Ontrodes: 4
		Con	tract Labour (R&A) Act 1970 and Contract Labour A) Central Rules 1971 before commencing
	1		
16	26(d)		II SHUHIM BO MELLING
1.0	20(0)		
	1 .	after	written clearance of Letter deposit would be only
. : 17	28		
1 .	120		
1	I.	to pe	mit the IEEMA (Indian Electrical & Electronics facturers' Association) clause for example 1
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1		mecha	of specialized works e.g. lifts and electrical and
17	29	7,00	illal to building to all a line price variation in I
17 1	29	1	ds Delow.
1 1	~g	J ARBITI	RATION
[a 1		(a) E)	(cent whose all I
		all	cept where otherwise provided in the contract, questions and disputes relating to the
		I int	erpretation of the specificating to the
Section 200		1110	erpretation of the specifications, designs,

drawings and instructions herein before mentioned, and as to the quality of workmanship or materials used on the work of as to any other question, claim, right, matter or thing whatscaver in any law claim, right, matter or thing whatscaver in any law claim, right, matter or thing whatscaver in any law claim, right, matter or thing whatscaver in any law claim, right, matter or the conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. it is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts dailmed in respect of each such dispute. (c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 clays of resolving the iralination from the Employer that the final bit is ready for payment, the claim of the contractor will be decreed to have been waived and absolutely barred and the Employer shall be dissipled and releasted of all liabilities under the distributions of the Arbitration and Conciliation(Amd Act, 2015 or any statutory modification or re-anadment thereof and the time being inforce shall apply to the arbitration reference under this clause. It is also a term of the contract that if the contractor 10 Add para 30 18 Add para 30 to as under: "DISMANTLED MATERIAL":
The estitractor shall treat all material obtained during dismanting of a structure, services subsystematinatializations, excavation of the alle for a work elc., a employer's properly and such material shall be disposed of to the best aniventage the Employer according to instructions issued in writing by the

	A STATE OF THE STA
13. 18 Add -	
70. 18 Add para	31 Add
1 1 1	
	"Performance Guarantee may be taken from the authorized to authorize the authorized to authorized to authorize the authorized to authorize the authorized to authorize the authorized to authorize the authorized to authorized to authorize the authorized to authorized to authorize the authorized to authorized the authorized to authorized the authorized the authorized
1 1 1	contractor before the award of work, by the officer
	authorize the award of war famen from the
1 1 1	authorized to award the contract, if and where
	considered necessary to contract, if and when
	the contract is asset to ensure that a part or whitere
14 19 2	considered necessary, to ensure that a part or whole of
19 2	the contract is completed by the contractor. In case of Modify as "In case of any discrepance."
	Modify as "In case of any discrepancy, the order of precedence in interpretation shall be as under-
The second secon	precedence in interpretation shall be as under- (i) Schedule of quantities
	(i) Cat "interpretation shall be as und the order of
	The street of th
	(") Drawings
	(iii) Additional conditions
	(iv) General conditions
	1 : / Cerielal Conditions -
	(v) Special condition
	(vi) Additional Technical Specifications (vii) CPWD Latest Civil and Electrications
	(vii) CPWD Interior Specifications
	Lalest Civil and Clarifold
	(VIII) IS codes
	(ix) International codes
	(x) Best Engineering practice
1-1-1	a Practice
15 24	
	Add A
	Add Annexure III as below ;
	Contractor's Site Superior
	Contractor's Site Superintendence
	Staff to be employed by contractor on works. The during execution of the following technical
	north to be employed by contract
	contractor shall employ the following technical staff
	during execution of works:-
	staff
	(a) -
	(a) For building and mad
	(a) For building and road works
	tendered cost of work exceeds Rs 10 lakhs. (ii) One qualified Diploma bolder
	(ii) One gualist of work exceeds Rs 10 lakes
	(ii) One qualified Diploma holder (overseer)
	WILL EXPERIENCE (OVERSOR)
	the tendered whom the tendered whom
	lakho but cost of work exceeds a
	the tendered cost of work exceeds Rs 5 (iii) One qualified District 10 lakhs.
	'" Ole distinct s. Tolkis,
1 1 1 1	lendered cost of French Holder when I
4 1 1	lake to cost of work is more the
1 1 1 1 1 1 (б)	lakhs but less than Rs. 5 lakhs.
1 1 1 1	For sanitary and water supply works one qualified years, out of which one year should be in the sanitary and water supply works one qualified years, out of which one year should be in the sanitary and water supply water water sup
(C) F	or electrical works
	, , , , , , , , , , , , , , , , , , ,
1 1 1 10	One austin
	One qualified Graduate Engineer possessing
	Degree in Flectional Engineer possessing
With 1	recognized in Electrical Engineering
• 1 1 • 1	
5. 1 1 . 1	inan 3 years or a purperience of not
- 1. 1 1 1	
	less than 7 years when the tendered cost of the work is not less than Rs 1.5 lakes
	ways in a years when the tendered and not
l l l	
(1)	VIE Graduate E. Sintis.
	years experie Lectrical Engineer with
	One Graduate Electrical Engineer with two
	years experience or a Diploma holder in
	Electrical Engineering with experience of not

	less than 3 years, when the tendered cos work is more than Rs 75,000 but less than 1.5 lakhs. (iii) One Diptema holder in Electrical Engine with experience of not less than 3 years tendered cost of work is more than Rs 3 but less than Rs 75,000. (iv) One licensed Supervisor with experience of less than 3 years when the tendered cos work is more than Rs 7,500 and less than 37,000.	earin Whei 7,000
	(d) In case the contractor fails to employ the technic staff as aforesaid, he shall be liable to provide the shall be liable to provide the mount show are subject to modifications from the time by CSI	Rs cal
	(i) In case when a Graduate Engineer is to be employed Rs 3,000/ (ii) in case when a qualified Diploma holder is required to be employed Rs 1,500.	,
18 18	to be employed Rs 750. "The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work as per of material supplied by the Employer	ŀ

Laklis (Rupees five lakhs only). Page 15 Ppara Security deposit: The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum at the rate of 10% of the gross value of work done in each running already deposited by the contractor will amount to 10% of the estimated cost or Rs 5.0 lakhs whichever is less, unless fill amount of security deposit in cash or in the form of fixed Employer has been deposited. Page 16 para 28(a) Escalation: If the prices of materials not being supplied by the Employer and/ or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall be available only for the work done including such period for which the contractor in only for the work wallidly available only for the work done including such period for which the contractor in only for the work wallidly available only for the contractor in only for the work wallidly available only for which the contractor in only for the work wallidly available only for which the contractor in only for the work wallidly available only for which the contractor in only for the work wallidly available only for which the contractor in only for the work wallidly available only for the work wallidly available only for which the contractor in only for the work wallidly available only for which the contractor is only for the work wallidly available only for the work wallidly available only for which the contractor is only for the work wallidly available only for the work wallidly avail	@ 10% of the gross amount of l be deducted from each running ontractor till the surn along with eady deposited as earnest monunt to security deposit of 5% of the value of the work. In addition, the shall be required to deposit a qual to 5% of the tendered value of the specific as Performance Security within for commencement of work in
17(C) 18(II)	@ 10% of the gross amount of l be deducted from each running ontractor till the surn along with eady deposited as earnest monunt to security deposit of 5% of the value of the work. In addition, the shall be required to deposit a qual to 5% of the tendered value of the specific as Performance Security within for commencement of work in
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Further the earnest money deposit will be 2% of the estimated cost of work for works costing up to Rs 25 crores and Rs 50 limit of Rs 1.00 lacs only being sought presently.

INDENTURE FOR SECURED ADVANCE

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	This indenture made theday of 199_ between
	included the contractor which expression 199 between
	(hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his heirs, executors, administrators and permitted assignees) of the one part and Council of Scientific called the Employer which expression shall include its successors and assignees and authorised officers.
	toustrial Research, New Delhi, a Society of the assignees) of the one part of the deemed to
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	and all several on of the said works and for no other employed by the contractor in one and all
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	3. That the materials detailed in the said account of secured advances and all other materials on the security materials) shall be used by the contractor solely in the said as aforesaid (hereing the collections).
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	4. They the
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	as aforesaid the said materials shall remain at the site of the said materials and that until used in construction his own responsibility and shall at all times be open to inspection by the Employer or any officers.
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	will forthwith replace the same with other materials of like quality or repair and make good the same as That the said materials should not be same as
	required by the Engineer.
5	The same as
-	the wall materials shall not on any account be
	That the said materials shall not on any account be removed from the site of the said works except with That the advences shall be apployed or any officer authorised by him on that behalf
6,	the written permission of the Employer or any officer authorised by him on that behalf. That the advances shall be repayable in full when or before the contractor receives payments from the agreement. However if any intermediate payments under the terms and provisions of the
	Employee of the companyable in full when or beginning
	agreement. However if any intermediate payments are made to the contractor receives payments from the them on the occasion of each such payment are made to the contractor on account of work done contractor's bill for such payment by deduction the contractor of make a transport of the said that the contractor's bill for such payment by deduction the contractor of make a transport of the said that the contractor's bill for such payment by deduction the contractor of the said that the contractor's bill for such payment by deduction the contractor of the said that the contractor of
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then on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this

purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

- 7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms of provisions of the said agreement or of these presents the total amount of the advances or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the contractor to the Employer together with interest thereon at twelve per cent per annum charges; damages and expenses incurred by the Employer in or for the date of repayment and with all costs of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.
- 8. That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rs. _____ and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforce-thereafter adopt all us any of the following courses as he may deem best:-
 - (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he balance is against the contractor he is to pay same to the Employer on demand.
- (b) Removed and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the contractor under the said agreement.

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shall not be payable.	octault on the part of the contr	Taclor as aforesed :
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have hereunto set their respective has Signed sealed and deli-	nds the day and year first abo	order and under the direction of the Employer

have hereunto set their respective hands the day and year first above written.

Signed sealed and delivered by the said contractor:

In the presence of Signature:

Name:

Address:

Signed by

by the order and direction of the Employer:

In the presence of Signature:

Nume:_______Address

PERFORMANCE GUARANTEE

To

Council of Scientific & Industrial Research

	In consideration of the state o	
	awarded to the second of Council of Science	
	In consideration of Council of Scientific & Industrial Research (hereinafter) called "The Council" he Company registered under the Companies Act 1956 (hereinafter) called the Said contract the terms and conditions of an Agreement dated — made here a Scheduled Replet.	
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	of this guarantee expires, to furnish a firsh or renewed guarantee for the extended period, the Bank shall not be affected by any change in the constitution of the Bank or of the Contractor. Notwithstanding anything hereinbefore contained, the liability of the Bank under the guarantee shall not be affected. (Rupees. (Rupees.)	
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CONTRACTOR'S SITE SUPERINTENDENCE

Staff to be employed by the contractor on works: The contractor shall employ the following technical staff during execution of works:

For Building and Road works

One Graduate Engineer, when the tendered cost of work exceeds Rs.10 lakhs. ii.

One qualified Diploma holder (Overseer) with experience not less than 3 years when the tendered cost of work exceeds Rs. 5 Lakhs but is less than Rs. 10 Lakhs

One qualified Diploma holder when tendered cost of work is more than Rs.2 lakhs but iii. less than Rs.5 lakhs

For Sanitary and Water Supply works one qualified Diploma holder with experience of not less than 5 years, out of which one year should be in sanitary and water supply works when the tendered cost of work is more than Rs. 50,000/-.

For Electrical works

One qualified Graduate Engineer possessing Degree in Electrical Engineering from i. recognized University with an experience of not less than 3 years or a Diploma holder in Electrical Engineering with in experience of not less than 7 years when the tendered cost of the work is not less than Rs.1.5 Lakhs. ii.

One Graduate Electrical Engineer with two Years experience or a Diploma holder in Electrical Engineering with experience of not less than 3 years, when the tendered cost of the work is more than Rs.75,000/- but less than Rs.1.5 Lakhs.

One Diploma holder in Electrical Engineering with experience of not less than 3 years iii. when tendered cost of work is more than Rs.37,000/- but less than Rs.75,000/-.

One licensed Supervisor with experience of not less than 3 years when the tendered cost iv. of work is more than Rs.7,500/- and less than Rs.37,000/-.

In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below for each month of default. These recoveries are subject to modifications from time to time by CSIR based on CPWD: ii.

In case when a Graduate Engineer is to be employed Rs.3000/-.

In case when a qualified Diploma holder is required to be employed Rs.1500/-. In case when a technical supervisor is required to be employed Rs.750/-.

ADDITIONAL CONDITIONS OF CEMENT AND STEEL

CONDITIONS FOR CEMENT

- 1. The contractor shall procure 33 grade (conforming to IS: 269) or 43 grade (conforming to IS: 8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement, having a production - capacity of one million tones per annum or more, such as ACC, L&T, JP Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc., as a approved by Ministry of Industry, Government of India, and holding, license to use ISI certification mark for their product whose name shall be got approved from the Engineer in charge. Supply of cement shall be taken in 50 Kg. Bags bearing manufacturer's name and ISI marking, samples of cement arranged by the contractor shall be taken by the Engineer in charge and got tested in accordance with provisions of relevant BIS codes. Incase test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time or written order from the Engineer in charged
- 2. The cement shall be brought at site in bulk supply of approximately 50 tones or as decided
- 3. The cement godown of the capacity to store a minimum of 2000 bags cement shall be constructed buy the contractor at site of work for which no extra payment shall be made. Double lock provisions shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer in charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement by the Engineer at any time.
- 4. The contractor shall supply free of charge the cement required for testing. The cost of tests
- 5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in Clause 6 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 6 of the contract and shall be
- 6. Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer in charge.

CONDITIONS FOR STEEL

1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main procedures as approved by the Ministry of steel. The contractor shall have to obtain and furnish test certificates to the Engineer in charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer in charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site work by the contractor at his cost within a week's time from written orders from the Engineer in charge to do so.

Validate	

Help

Item Rate BoQ

Tender Inviting Authority: <Director, C.S.I.R. - National Botanical Research Institute, Rana Pratap Marg, Lucknow.>
Name of Work: <Supply, Fabrication and installation of 2 (two) nos Poly House (Naturally ventilated) at Amrut Biodiversity Park at New Delhi.>
Contract No: <1/WKS/23/23-GL>

Name of the
Bidder/ Bidding
Firm / Company

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	8	10
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil.	528.00	Sqm			INR Zero Only
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	2.50	Cum		0.00	INR Zero Only
3	Filling available excavated earth excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	2.50	Cum		0.00	INR Zero Only
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:5:10 (1 cement : 5 fine sand derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	2.15	Cum		0.00	INR Zero Only
5	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing:1:2:4 (1 Cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	2.20	Cum		0.00	INR Zero Only
6	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:: Cement Mortar 1:6 (1 cement : 6 coarse sand).	1.50	Cum		0.00	INR Zero Only

7 15 mm cennest plaster on rough side of single or half bricks wall of mixt. 16 (1 cennest 6-course sand). 8 Providing and laying 60 mm thick faciory made centers concerte inter-facility power made including 50 mm thick compacted bed of centers sand, filling the joints with line sand cet. all complete as well as the power made including 50 mm thick compacted bed of centers sand, filling the joints with line sand cet. all conjects as a per third discional or displayer in change. 9 Providing and placing polychydawn water concert and stainable solicity arrangement cover and stainable solicity arrangement of stainable solicity arrangement for solicity arrangement for stainable solicity arrangement for coverage and solicity arrangement for solicity arrangement for housing motor pump, filter etc. complete. 11 Sopply & fixing 50% shading Net (Tutles Rababa) or expt. make 22mm namental bose. 12 Providing and fixing the arrangement of regul. shading with accessary sticking with UV, thread waters, over lapping etc. complete. 13 Sopply & fixing 50% shading Net (Tutles Rababa) or expt. make 22mm namental bose. 14 Sopply & fixing 40% shading Net (Tutles Rababa) or expt. make 22m namental						
exement of coarse samply. 8 Providing and laying 60 mm thick faciory made cement concrete interfacksing paver block of M -30 gasle made by block making machine with strong vibratory competents, or approach size, design 6 were and including 50 mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-change. 9 Providing and placing polyethylene water sample and placing polyethylene water sample and making accessary blocks for indet, dutled and overflow papes but without cover and satisfie locking armajogenent and making accessary blocks for indet, dutled and overflow papes but without 4-2000 Lif. Cap. 10 Consensation of water tank base 230mm should be consensated of the place of placing (1000 Lif. cap.) 10 Consensation of water tank base 230mm should be consensated of the place of placing (1000 Lif. cap.) 11 Consensation of water tank base 230mm should be consensated on the place of the consensation of water tank base 230mm should be consensated on the place of the consensation of the consensation of water tank base 230mm should be consensated on the place of the consensation	7	15 mm cement plaster on rough side of	18.50	Sqm	0.00	INR Zero Only
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8 Providing and laying 00 mm thick factory make cement connects interfacking paver block of M 30 grade made by block anaking mechine with stong vibratory compaction, of approved size, design & shape, fail in required colour and pattern over and including 30 mm thick compacted bed of cause sand, filling the part of the direction of Engineer-in-change. 9 Providing and planing polystylpions water storage lank, 1S 12701 marked, with cover and suitable locking arrangement and making necessary blokes for inlet, outlet and overflow pipes but without fittings and the base support for tank! 400 Construction of water tank base 230mm and the base support for tank! 400 Construction of water tank base 230mm and the base support for tank! 400 Construction of water tank base 230mm and the base support for tank! 400 Construction of water tank base 230mm and the base support for tank of the planing (1000 far one, circular tank made of the planing (1000 far one, circular tank made of the planing (1000 far one) circular tank made of the planing (1000 far one) circular tank made of the planing (1000 far one) circular tank made of the planing (1000 far one) circular tank made of the planing (1000 far one) circular tank made of the planing cavaration and top finished with cement concrete floor 40mm thick in cement concrete 12% (1 cement 2 Cares and 4storag pit 20mm nominal size) including exavation and top finished with cement concrete floor 40mm thick in cement concrete 12% (1 cement 2 Cares and 4storag pit 20mm nominal size) including flooring, door with locking arrangement for housing motor pump, filter etc. complete. 11 Providing and fixing filter showed and water than the control of the planing water of the plani		_				
made cement concrete interlocking power block or Mix 30 grade made by block making machine with strong vibratory computation, of approved size, design & shape, laid in required colour and pattern over and including 50 mm thick compacted bed of cearse sand, filling the joints with line sand to call complete as per the direction of Engineer-in-change. 9 Providing and Patient polyuthylene water storage tank, LS 1201 marked, with containing and making accessing beds for inlex outlet and overflow pipes but without fittings and the base support for tank. 4x2000 1st. Cap) 10 Construction of water tank base 230mm high from ground level of suitable size for placing 1000 Lter exp. circular tank made out of brick massanory over cement concrete base 15:101 (crement: 8 fine sand 10 graded stone aggregate 40 mm minimal step including excussions and upon finished with cement operated by the common standard contained concrete base 15:101 (crement: 8 fine sand 10 graded stone aggregate 40 mm minimal step including excussion and upon finished with cement operated base finished with cement plaster from thick in cement mortant 34 (Cement and stone grif 20mm nominal size) and sides finished with cement plaster from thick in cement mortant 34 (Cement and stone grif 20mm nominal size) and sides finished with cement plaster from thick in cement mortant 34 (Cement and stone on MS angle iron pipe/frame including flooring, door with locking arrangement from housing motor pump, filter etc. complete. 12 Providing and fixing the sheet shed with solving arrangement flooring door with locking arrangement flooring door with locking arrangement flooring of core with locking arrangement plaster from housing motor pump, filter etc. complete. 13 Supply & fixing 50% shading with the secretary stitching with UV, thread wastages over lapping etc. complete. 14 Supply & fixing 40% shading with the secretary stitching with UV, thread wastages over lapping etc. complete. 15 Providing and fixing the help of 20g 2/ag (Cl existed profile and spring wi	0	,	24.00	g	0.00	IND Zero Only
block of M 30 grade made by block making machine with strong vibratory compaction, of approved size, design & shope, laid in required cloads and pattern over and including 50 mm thick compacted bed of coarse and, filling the possess with line sand set, 21 complete as complete. 10 Construction of water tank base 230mm high from ground level of suitable size for placing (1000 Lir cap. circular tank made out of brits massacroy over cerement as complete as complete. 11 Conservation of state as complete as complete as complete as complete as complete as complete as complete. 12 Providing and fixing fiber sheet shed with locking arrangement for housing motor pump. filter etc. complete. 13 Supply & fixing 40% shading Net (Tuffer Rakshak) or cryst make 32mm entire brite as complete. 14 Supply & fixing 40% shading Net (Tuffer Rakshak) or cryst make 25mm entire brite as complete. 15 Providing and fixing the chip of 252 Ag off coated profile and spring will be complete. 16 Supply & fixing 410% shading Net (Tuffer Rakshak) or cryst make of coated shading with the necessary stitching with U.V. thread wastages over lapping etc. complete. 16 Supply & fixing 410% shading Net (Tuffer Rakshak) or cryst make of freque shading with U.V. thread wastages over lapping etc. complete. 17 Coated profile and spring complete. 18 Supply & fixing 410% shading with U.V. shaditized poly sheet to structure, with 200 micro	8		24.00	Sqm	0.00	INR Zero Only
making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-change. 9 Providing and placing mylarhylene water stronge tools, IS : 12701 market, with an and an analysis of the stronge tools, IS : 12701 market, with an analysis of the stronge tools, IS : 12701 market, with an analysis of the stronge tools, IS : 12701 market, with an analysis of the stronge tools, IS : 12701 market, with an analysis of the stronge tools, IS : 12701 market, with an analysis of the stronge tools, IS : 12701 market, with an analysis of the stronge tools of the stronge tools, IS : 12701 market, with an analysis of the stronge tools of		made cement concrete interlocking paver				
compaction, of approved size, design & shape, laid in required colour and pattern over and including 50 mm thick compacted bold corners eand, filling the joints with line sand etc. all complete specifications are all complete specifications and the post discontinuous properties. 9 Providing and placing polyethylene water store and and making necessary holes for inlet, outlet and overflow pipes but without and making necessary holes for inlet, outlet and overflow pipes but without and making necessary holes for inlet, outlet and overflow pipes but without a contract properties of the pattern of the		block of M -30 grade made by block				
compaction, of approved size, design & shape, laid in required colour and pattern over and including 50 mm thick compacted bold corners eand, filling the joints with line sand etc. all complete specifications are all complete specifications and the post discontinuous properties. 9 Providing and placing polyethylene water store and and making necessary holes for inlet, outlet and overflow pipes but without and making necessary holes for inlet, outlet and overflow pipes but without and making necessary holes for inlet, outlet and overflow pipes but without a contract properties of the pattern of the		-				
shape, lad in required colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineeri-charge. 9 Providing and placing polyshylene water storage tank, IS: 12701 marked, with cover and suriable locking arrangement and making necessary holes for indet, outlet and overflow pipes but without fittings and the base support for tank. 4.00 Job high from ground level of satisfies size for placing 1000 Ltr cap, circular tank made out of brick, massnary over cement expected to the control of the control of the control out of brick, massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control of the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected to the control out of brick massnary over cement expected		-				
over and including 50 mm thick compacted bod of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge. 9 Frootding and placing polychyleare water storage tank, 1st 12701 marked, with cover and suitable looking arrangement and making necessary holes for inited, outlet and overflow pipes but without fittings and the base support for tank! 10 Contention and overflow pipes but without fittings and the base support for tank! 110 Contention and overflow pipes but without fittings and the base support for tank! 120 Let cape involve tank base 230mm of the place of suitable size for placing 1000 Lr cape circular tank made out of brick massamy over comment concrete base 15:10 Cl cement 5 fine sand 100 graded storage gazegate 40 mm nominal size) including excavation and top finished with cement concrete local Cl cement 2 Convex sand sistone concrete for 40mm thick in cement concrete 12-24 (1 cement 2 Convex sand sistone of 20mm nominal size) and sides finished with cement plaster 15mm thack in cement mortar 14 (1 Convex sand 14 Convex sand). 111 Frootding and fixing lifer sheet sleed with amm thick fiber sheet in approved shade and make mounted on MS angle iron pipe frame including flooring, door with pupe frame michaling flooring, door with pupe frame michaling plooring flooring with necessary sticking with UV, thread wastages over lapping at. Complete. 12 Providing and fixing UV Vy thesis ball with necessary sticking with UV, thread wastages over lapping at. Complete. 13 Supply & fixing 50% shading Net (Tuffex Rischala) or equt make of requt, shading with necessary sticking with UV, thread wastages over lapping at. Complete. 14 Supply & fixing 50% shading Net (Tuffex Rischala) or equt make of requt, shading with necessary sticking with UV, thread wastages ov						
compacted bed of course sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge. 9 Providing and placing polychylspea water storage tank, IS: 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overlow piges but without fittings and the base support for tank. (4 could tand overlow) piges but without fittings and the base support for tank. (4 could tand overlow) piges but without fittings and the base support for tank. (4 could tank overlow) from ground level of suitable size for placing 1000 Ltr cap. circular tank made out of brick, missnery over cement exercises base 15:10° (1 cement 5 fine stand 10) graded soits engagenet 40 min fine fine in cement concrete base 15:10° (1 cement 5 fine stand 10) graded soits engagenet 40 min fine fine in cement concrete 12:41 (1 cement 2 Coanse sand 4 stone gair gain of min fine fine in cement concrete 12:41 (1 cement 2 Coanse sand 4 stone gair gain of min fine fine in cement motars 12:41 (1 Cement; 4 Coanse sand). 11 Providing and fixing fiber sheet shed with 13 min thick fiber sheet in approved shade and make mounted on MS angle iron pipe/frame including florting, door with locking arrangement for hoosing motor pump. filter etc. complete. 12 Providing and fixing LPVC plastic ball with 10 cept with handle Astral/Supperen/Rushab or cept, make 37mm nominal bore. 13 Supply & fixing 50% shading Net (Tultex 288.00 Supn 3 cept 10						
per the direction of Engineers in-charge. 9 Providing and placing polyethylene water storage task. B: 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for task. 420000 Izt. 10 Construction of water task base 230mm high from ground level of suitable size for placing 1000 Iz req., circular task made out of brick massanory over cement concrete base 15:10 (I cement: 5 fine sand: 10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete 16xe 16:10 (I cement: 5 fine sand: 10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete 16xe 40 mm nominal size) including excavation and top finished with cement concrete 16xe 40 mm nominal size) and ided finished with cement placeter 15mm thick in cement concrete 16xe 40 mm nominal size). 11 Providing and fixing fiber sheet shed with 3 minute sheet in approved shade and make mounted on MS angle from pipe/frame including flooring, door with pocking management of the sheet in approved shade and make mounted on MS angle from pipe/frame including flooring, door with pocking and fixing UVVC plactic bell volve with handle. Astra/Supreem Raksha or cqvt. make 32mm nominal bors. 12 Providing and fixing UVVC plactic bell water shade and water shade of reqd. shading with necessary sticking with UV, thread wastege over lapping exc. complete. 15 Providing and fixing UV stabilized poly sheet to be fixed on all its periphery and at tops of existing structure including necessary /ig/Zag Cl coated profile and spring complete. 16 Supply & fixing issect Net 40 mech 120 coated profile and spring with be paid in separate lems). 17 Providi		over and including 50 mm thick				
per the direction of Engineers in-charge. 9 Providing and placing polyethylene water storage task. B: 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for task. 420000 Izt. 10 Construction of water task base 230mm high from ground level of suitable size for placing 1000 Iz req., circular task made out of brick massanory over cement concrete base 15:10 (I cement: 5 fine sand: 10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete 16xe 16:10 (I cement: 5 fine sand: 10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete 16xe 40 mm nominal size) including excavation and top finished with cement concrete 16xe 40 mm nominal size) and ided finished with cement placeter 15mm thick in cement concrete 16xe 40 mm nominal size). 11 Providing and fixing fiber sheet shed with 3 minute sheet in approved shade and make mounted on MS angle from pipe/frame including flooring, door with pocking management of the sheet in approved shade and make mounted on MS angle from pipe/frame including flooring, door with pocking and fixing UVVC plactic bell volve with handle. Astra/Supreem Raksha or cqvt. make 32mm nominal bors. 12 Providing and fixing UVVC plactic bell water shade and water shade of reqd. shading with necessary sticking with UV, thread wastege over lapping exc. complete. 15 Providing and fixing UV stabilized poly sheet to be fixed on all its periphery and at tops of existing structure including necessary /ig/Zag Cl coated profile and spring complete. 16 Supply & fixing issect Net 40 mech 120 coated profile and spring with be paid in separate lems). 17 Providi		compacted bed of coarse sand, filling the				
per the direction of Engineer-in-charges. 9 Providing and placing polychythose water storage tank. Bs.: 12701 marked, with cover and suitable locking arrangement and making necessary blobs for inlet. cutlet and over-flow pipes but without fittings and the base support for tank. (42000 Ltr. Cap.) 10 Construction of water tank base 230mm high from ground level of suitables size for placing 1000 Ltr cap. circular tank made out of brick massanory over cement concrete base 15:10 (1 cement: 5 fine sand: 10 graded stone aggregate 40 mm nominal size) including exeavation and top finished with cement concrete local (1 cement: 2 Coars sand -4stone girt 20mm nominal size) and sides finished with cement concrete local (1 cement: 2 Coars sand -4stone girt 20mm nominal size) and sides finished with cement plaster 15mm thick in cement mortar 1-4 (1 (Cement: 4 Coarse sand). 11 Providing and fixing fiber sheet shed with 3mm thick fiber sheet in approved shade and make mounted on MS angle iron pipe/frame including flooring, door with looking arrangement for housing motor pump, filter etc. complete. 12 Providing and fixing UPVC plastic ball valve with handle Astra/SupreenvRaksha or cyct, make 25 mm nominal valve with handle Astra/SupreenvRaksha or cyct, make 25 mm nominal wastages over lapping etc. complete. 13 Supply & fixing 40% shading Net (Tuffex Raksha) to reqvt, make of reqd. shading with necessary sitching with UV, thread wastages over lapping etc. complete. 14 Rakshak) to reqvt, make of reqd. shading with necessary sitching with UV, thread wastages over lapping etc. complete. 15 Providing and fixing UV substilized poly sheet to be fixed on all its period of a spring complete. 16 Supply & fixing 40% shading Net (Tuffex Raksha) to reqvt, make of reqd. shading with necessary sitching with UV, thread wastages over lapping etc. complete. 16 Supply & fixing 40% shading het (Tuffex Raksha) to reqvt, make of reqd. shading with necessary sitching with the hop of Zag-Zag GI coated profile and spring complete. 17 Providing						
9 Providing and placing polystylene water stores tank. Is: 1.2701 marked, with cover and suitable locking arrangement and making necessary boles for inlet, outlet and overflow pipes but without fittings and the base support for tank. (4.2000 Lik. Cap.) 10 Construction of water tank base 230mm high from ground level of suitable size for placing 1000 Lit requ circular tank made out of brick massanory over cement concrete base 15-10 (1 cment 5 fine sand :10 graded stone aggregate 40 mm nominal size including exervation and top finished with cement concrete floor 40mm thick in cement concrete 10xel 15-10 (1 cment: 5 fine sand :10 graded stone aggregate 40 mm nominal size including exervation and top finished with cement concrete floor 40mm thick in cement concrete 10xel 15-10 (1 cment: 2 Coarse sand :4stone gift 20mm nominal size) and sides finished with cement plaster 15mm thick in cement mortal 1-4 (1 Cment: 4 Coarse sand). 11 Providing and fixing fiber sheet shed with 3mm thick floor sheet in approved shade and tanke mounted on MS angle iron pipe/frame including flooring, door with backing arrangement for loosing motor pump. filter etc. complete. 12 Providing and fixing they plastic ball valve with handle Astral/Supreen/Ralcha very thin made Astral/Supreen/Ralcha very thin made Santing with recessary stirching with U.V. thread wastages over lapping etc. complete. 13 Supply & fixing 40% shading Net (Tuftes Ralshak) or eyet, make 2 fixing with the control of the plant of the		-				
storage tank. IS: 12701 marked, with cover and suitable locking arrangement and making necessary bloss for inlet. outlet and overflow pipes but without fittings and the base support for tank. (42,000 LiA. Cap.) 10 Construction of water tank base 230mm bigh from ground level of suitable size for placing 1000 Lir cap. circular tank made out of brick massnory over cement concrete base 15:10 (1 cement: 5 fine sand: 10 graded storage gaze at 0 mm nominal size) including excavation and top finished with cement concrete base 15:10 (1 cement: 2 Coars sand -34stone girl 20mm nominal size) including excavation and top finished with cement concrete local (1 cement: 2 Coars sand -34stone girl 20mm nominal size) and sides finished with cement plaster 15mm thick in cement mortant 1-4 (1 (Cement: 4 Coarse sand). 11 Providing and fixing fiber sheet shed with 3mm thick fiber sheet in approved shade and make mounted on MS angle iron pipe/frame including flooring, door with locking arrangement for housing motor pump. Filter etc. complete. 12 Providing and fixing UPVC plastic ball valve with handle Artar/StypnenwRaksha or cept. make of requl. shading with necessary stitching with U.V. thread wastages over lapping etc. complete. 13 Supply & fixing 40% shading Net (Tuflex Raksha) or cept. make of requl. shading with necessary stitching with U.V. thread wastages over lapping etc. complete. 14 Supply & fixing 40% shading Net (Tuflex Raksha) or cept. make of requl. shading with necessary stitching with U.V. thread wastages over lapping etc. complete. 15 Providing and fixing U.V. stabilized poly sheet to be fixed on the fixed on all the paid in separate tiens). 16 Supply & fixing 40% shading with the help of Zig-Zag GI coated profile and spring complete. (Zig-Zag GI coated profile and spring complete. (Zig-Zag GI coated profile and spring with be paid in separate tiens).						
cover and suitable locking arrangement and making necessary holes for inlet outlet and overflow pipes but without fittings and the base support for tank? 4x2000 Lit. Carp.) 10 Construction of water tank base 230mm high from ground level of suitable size for placing 1000 Lit reap, circular tank made out of brick massnory over cement concrete base 150.01 cement: 5 fine sand -10 graded stone aggregate 40 mm nominal size) including executation and top finished with cement concrete 12x4 (1 cement: 2 Course sand) stone gargeage 40 mm nominal size) including executation and top finished with cement mortar 1-4 (1 cement: 2 Course sand -4stone grit 20mm nominal size) including and fising fiber sheet shed with 3ze and size finished with cement plaster 15mm thick in cement mortar 1-4 (1 cement: 2 Course sand). 11 Providing and fising fiber sheet shed with locking arrangement for housing motor pump, filter etc. complete. 12 Providing and fising the fising over with locking arrangement for housing motor pump, filter etc. complete. 13 Supply & fixing 50% shading Net (Tuffex Rakshak) or capt. make of requd. shading with necessary stuching with U.Y. thread wastages over Inpring etc. complete. 14 Supply & fixing 40% shading Net (Tuffex Rakshak) or capt. make of requd. shading with necessary stuching with U.Y. thread wastages over Inpring etc. complete. 15 Providing and fixing U.V stabilized poly sheet to be fitted with the help of Zig Zag GI coated profile and spring complete. 16 Supply & fixing 40% shading with U.Y. thread wastages over Inpring etc. complete. 17 Providing and fixing U.V stabilized poly sheet to be fitted with the help of Zig Zag GI coated profile and spring etc. complete. 18 Supply & fixing fixing U.V stabilized poly sheet to be fitted with the help of Zig Zag GI coated profile and spring thereof or whith the profile and spring thereof or whith the paid in separate times). 19 Supply & fixing fixed the terms of the paid in separate times). 10 Supply & fixing fixed to the fixed on all its periphery a	9	Providing and placing polyethylene water	8000.00	Ltr.	0.00	INR Zero Only
and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank (4x200 List.Cap.) 10 Canstruction of water tank base 230mm high from ground level of suitable size for placing 1000 Ltr cap. circular tank made out of brick measurary over cement concrete base 1.5:10 (1 cement: 5 fine sand :10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete floor 40mm disk in cement concrete 12.4 (1 cement: 2 Coarse sand) stone grip 20mm nominal size) and sides finished with cement plaster 15mm thick in cement mortar 134 (1 Cement: 3 Coarse sand). 11 Providing and fixing fiber sheet shed with coaking arrangement for housing motor pipe/frame including flooring, door with locking arrangement for housing motor pupe, filter etc. complete. 12 Providing and fixing UPVC plastic bull valve with handle Astrall Supremer Masha or equ. make 32mm nominal bore. 13 Supply & fixing 50% shading Net (Tutles Rakshak) or eqvt. make of reqd. shading with necessary stitching with U.V. thread wastages over lapping etc. complete. 14 Supply & fixing 40% shading Net (Tutles Rakshak) or eqvt. make of reqd. shading with necessary stitching with U.V. thread wastages over lapping etc. complete. 15 Providing and fixing UV stabilized poly sheet to be fixed with the help of Zig-Zag GI coated profile and spring complete, Zig-Zag GI coated profile and spring complete, Zig-Zag GI coated profile and spring thereof with overlapping wastage several terms). 16 Supply & fixing insect Net 40 mesh 120 As.00 Sqm Sqm Use paid in separate terms).		storage tank, IS: 12701 marked, with				
and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank (4x200 List.Cap.) 10 Canstruction of water tank base 230mm high from ground level of suitable size for placing 1000 Ltr cap. circular tank made out of brick measurary over cement concrete base 1.5:10 (1 cement: 5 fine sand :10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete floor 40mm disk in cement concrete 12.4 (1 cement: 2 Coarse sand) stone grip 20mm nominal size) and sides finished with cement plaster 15mm thick in cement mortar 134 (1 Cement: 3 Coarse sand). 11 Providing and fixing fiber sheet shed with coaking arrangement for housing motor pipe/frame including flooring, door with locking arrangement for housing motor pupe, filter etc. complete. 12 Providing and fixing UPVC plastic bull valve with handle Astrall Supremer Masha or equ. make 32mm nominal bore. 13 Supply & fixing 50% shading Net (Tutles Rakshak) or eqvt. make of reqd. shading with necessary stitching with U.V. thread wastages over lapping etc. complete. 14 Supply & fixing 40% shading Net (Tutles Rakshak) or eqvt. make of reqd. shading with necessary stitching with U.V. thread wastages over lapping etc. complete. 15 Providing and fixing UV stabilized poly sheet to be fixed with the help of Zig-Zag GI coated profile and spring complete, Zig-Zag GI coated profile and spring complete, Zig-Zag GI coated profile and spring thereof with overlapping wastage several terms). 16 Supply & fixing insect Net 40 mesh 120 As.00 Sqm Sqm Use paid in separate terms).		cover and suitable locking arrangement				
outlet and overflow pipes but without fittings and the base support for tank (4x200 Lit. Cap.) 10 Construction of water tank base 230mm high from ground level of suitable size for placing 1000 Lir cap, circular tank made out of brick massanory over cement concrete base 15:10 (cmemt: 5 fine sand 10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete floor-40mm think in cement concrete floor-40mm think in cement morninal size) and sides finished with cement plaster 15mm think in cement morninal size) and sides finished with cement plaster 15mm think in cement morninal size) and sides finished with cement plaster 15mm think in cement morninal size) and sides finished with cement plaster 15mm think in cement morninal size) and made mounted on MS angle into pipe/frame including flooring, door with locking arrangement for housing motor pump. filter etc. complete. 12 Providing and fixing UPVC plastic ball valve with handle Astral Supreem/Raksta or cayt, make 32mm normal bore. 13 Supply & fixing 50% shading Net (Tuflex Rakshak) or cryt, make of reqd, shading with necessary stiching with U.V. thread wastages over lapping etc. complete. 14 Supply & fixing 40% shading Net (Tuflex Rakshak) or cryt, make of reqd, shading with necessary stiching with U.V. thread wastages over lapping etc. complete. 15 Providing and fixing UV Sabhatized poly obect on structure, with 200 micron poly sheet to be fitted with the help of Zig-Zag GI coated profile and spring complete. Zig-Zag GI coated profile and spring stemeth of the sixty of the paid in separate items). 16 Supply & fixing meex Net 40 mesh 120 (Supply & fixing meex Net 40 mesh 120 (Supp						
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10 Construction of water tank base 230mm high from ground level of suitable size for placing 1000 LT cap, circular tank made out of brick massanory over cement concrete base 1:5:10 (1 cement: 5 fine sand :10 graded stone aggregate 40 mm nominal size) including excavation and top finished with cement concrete local control of the month of the size of		* *				
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17	Supply & Fixing of cyclic timer for continuos ON/OFF operation with manual setting and digital display complete with wiring	2.00	No	0.00	INR Zero Only
18	Supply & fixing of 1.5 hp Booster pump Kirloskar/Crompton greaves or equipment with head 48 mtr. disch. 3200 lph with pump suction delivery etc. complete.	4.00	No	0.00	INR Zero Only
19	Supply & Fixing of 16mm LLDPE Pipe wit al fittings complete	400.00	Mtr	0.00	INR Zero Only
20	Supply and fixing of dripline with inline drippers at 30 cm intervals, 2 LPH discharge (ISI) complete.	800.00	Mtr	0.00	INR Zero Only
21	Supply and fixing of 1" Mesh filter with 120 micron mesh and fittings complete.	4.00	Nos	0.00	INR Zero Only
22	Providing and laying 40mm 6 kg pressure PVC pipe of approved make complete with fitting, excavation and refilling complete.	96.00	Mtr	0.00	INR Zero Only
23	Supply and fixing of Cross Fogger with Discharge 7.5 lph at 3.5 bar and leakage prevention device complete	80.00	Nos	0.00	INR Zero Only
24	Supply and fixing of 1.5 Sqmm 2 core wiring of motor 1 HP/1.5 HP/Circulation fan from base of motor to panel inside conduit pipe complete with all necessary fitting.	160.00	Mtr	0.00	INR Zero Only
25	Supply, fabrication and installation of galvanized iron structure of poly house in built up tubular (round, square or rectangular hollow tubes etc. suitable for poly house structure) trusses etc., including cutting, pressing, making hols and jointing with nuts-bolts, washer & GI brackets, clamps hoisting, fixing in position complete. (only per mtr actual weight of pipe will be considered for	2600.00	Kg	0.00	INR Zero Only
26	Supply and fixing of GI profile to give stability to polysheet on all sides, front and back and top fixing complete.	400.00	Mtr	0.00	INR Zero Only
27	Supply and fixing of GI spring to give holding to polysheet on all sides, front and back and top fixing complete.	500.00	Mtr	0.00	INR Zero Only
28	Supply and fixing of side rolling mechanism with 25mm G.I. pipe with universal joint & grippers at suitable	132.00	Mtr	0.00	INR Zero Only
29	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings 20 mm nominal dia Pipes with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	60.00		0.00	INR Zero Only
30	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :20 mm nominal bore	4.00	Nos	0.00	INR Zero Only
31	Providing and fixing 15 cm wide, 45 cm overall semi-circular plain G.S. sheet gutter with iron brackets 40x3mm size, bolts, nuts and washers etc., including making necessary connections with rain water pipes complete. 0.80 mm thick with zinc coating not less than 275 gm/m ² .	32.00	Mtr	0.00	INR Zero Only

32	Supply, fabrication and installation of MS	2.00	Job		0.00	INR Zero Only
	enclosure panel of required size for					-
	housing Cyclic timer, MCB's and motor					
	etc. made out of 20 gauge MS sheet with					
	MS frame stand duly powder coated and					
	grouted complete.					
33	Providing polyhouse apron (skirting	48.00	Sqm		0.00	INR Zero Only
	fabric) all around the poly house including					
	labour T&P etc. complete					
34	Note:-Rates should be quoted inclusive					
	of all Taxes, GST @ 18% etc.					
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				
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UNDERTAKING BY THE BIDDER

File No.: 1/WKS/23/23-Gl

Name of Work:- Supply, Fabrication and installation of 2 (two) nos Poly House (Naturally ventilated) at Amrut Biodiversity Park at New Delhi.

I/We, the bidder(s) have read/gone through the contents of the NOTICE INVITING TENDERS/TENDER DOCUMENT carefully and accordingly hereby giving undertaking to abide by the same terms and conditions of tender documents and are fully acceptable to me.

Department reserves the right of Non-consideration of Tender documents of the agencies who are not fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.

Signature with Seal and date

