

17- कार्यदायी संस्थाओं का निर्धारण

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प्रेषक,

एस0 रामास्वामी,
प्रमुख सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. समस्त प्रमुख सचिव/सचिव,
उत्तराखण्ड शासन।
2. समस्त विभागाध्यक्ष,
उत्तराखण्ड।

नियोजन अनुभाग-2

देहरादून, दिनांक : 20 सितम्बर, 2012

विषय : शासकीय विभागों के विविध निर्माण कार्यों के सम्पादन हेतु कार्यदायी संस्थाओं का निर्धारण।

महोदय,

उपरोक्त विषयक शासनादेश संख्या संख्या - 33/XXVI/6(2)/2009 दिनांक 6.12.2010 के क्रम में कृपया शासनादेश संख्या - 207/XXVI/6(2)/2009 दिनांक 24.04.2012 का संदर्भ ग्रहण करने का कष्ट करें, जिसके अधीन चार केन्द्रीय सार्वजनिक उपक्रमों को उत्तराखण्ड राज्य में कार्यदायी संस्था के रूप में सूचीबद्ध किया गया है। उपरोक्त शासनादेश दिनांक 24.4.2012 के अर्न्तगत चयनित केन्द्रीय सार्वजनिक उपक्रमों से वित्तीय प्रस्ताव आमन्त्रित करने तथा प्राप्त न्यूनतम दर पर कार्य करने में सहमति हेतु Counter offer लेने के फलस्वरूप उपरोक्त शासनादेश दिनांक 24.04.2012 को केन्द्रीय सार्वजनिक उपक्रमों के सम्बन्ध में कतिपय स्पष्टीकरणों एवं संशोधनों सहित निम्नानुसार प्रतिस्थापित करने का निर्णय लिया गया है:-

1. उत्तराखण्ड राज्य के अन्तर्गत समस्त निर्माण कार्यों के प्राक्कलन राज्य सरकार की दर अनुसूची एवं अनुमन्य विशिष्टियों के अनुरूप तैयार किये जायेंगे।
2. National Building Construction Corporation (NBCC), National Projects Construction Corporation (NPCC) तथा Bharat Sanchar Nigam Limited (BSNL) द्वारा भवन निर्माण कार्य हेतु सेन्टेज प्रभार - 6.5 प्रतिशत होगा।
3. NBCC तथा NPCC द्वारा सड़क/जलापूर्ति/सीवरेज निर्माण कार्य हेतु सेन्टेज प्रभार निम्नवत् होगा :-

₹ एक करोड़ तक के कार्य पर	-	7.5 प्रतिशत
₹ एक करोड़ तथा पाँच करोड़ के मध्य कार्य पर	-	6.9 प्रतिशत
₹ पाँच करोड़ से अधिक के कार्य पर	-	6.66 प्रतिशत
4. Bridge and Roof Company India Limited (BRCL) द्वारा निर्माण कार्यों को न्यूनतम दर पर निर्मित करने की सहमति न देने के फलस्वरूप केन्द्रीय सार्वजनिक उपक्रमों की चयनित कार्यदायी संस्थाओं की सूची से पृथक किया जाता है।

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at on this day of, 20..... Between the (name of client department/organization) through (hereinafter referred to as 'Client'), which expression shall, unless repugnant to the context thereof, include its successor in office, of the one part.

AND

..... (Name of Construction agency) through..... (hereinafter referred to as 'Construction agency'), which expression shall, unless repugnant to the context thereof, include the successors & assigns, of the other part.

Whereas on the proposal of the Client the Construction Agency has agreed to do construction and related works such as investigation design and detailed estimation etc. of (name of work) having total cost (including the centage charges and all other charges) of ₹ (Rupees), which hereinafter referred to as the 'Project', as per the terms and conditions laid down here below.

1. It is agreed that the total cost of Project is ₹ lacs (Rs.....) as indicated in the administrative and financial sanction issued vide Govt. Order No. dated the copy of which is annexed to this MoU as Annexure No. 1. It is also agreed that the cost includes total centage charges payable to the Construction Agency as well as all other charges. The centage charges with regard to the Project shall be governed as per the Govt. order 330.1)/17.11.11 dated

~~2012~~ 2012. A copy of the said order is annexed to this MoU as Annexure No. 2.

2. It is agreed that the time schedule and phasing of the progress/ completion of the project except in the cases of force majeure shall be as follows; the detailed component wise time schedule/bar chart is annexed herewith as Annexure No. 3 :-

S.No.	Item	Date	No. of Months
(i)	Date of start of Project	
(ii)	Percentage achievement of physical progress upto 25%		(..... months)
(iii)	Percentage achievement of physical progress upto 50%		(..... months)
(iv)	Percentage achievement of physical progress upto 75%		(..... months)
(v)	Percentage achievement of physical progress upto 100%		(..... months)
(vi)	Handing over of finished and completed project by		(..... months)

3. Client will ensure adequate fund flow to the Construction Agency commensurate with the physical progress as per schedule as indicated in para 2 above and financial progress of previously released funds/last disbursements. The Client will ensure release of funds within thirty days of demand subject to fulfilling the preconditions of fund release as has been mentioned herein.
4. If the progress of the Project does not match with the targets set in Para 2 above, then the Client may withdraw the Project back from the Construction Agency and may allot the same to some other agency. In such a case the Construction Agency shall peacefully handover the Project back to the Client, or the agency to whom the

Client may so direct, immediately along with all the constructed portion on 'as is where is' basis and also the building material, tools and plants, designs, drawings and all other material/records etc so that the construction work/implementation of the Project do not get adversely affected. In such a situation the Construction Agency shall not be entitled for any compensation and/or claim whatsoever.

5. For the purpose of Para-2, 3 and 4 above, the Project work shall be reviewed at least every month jointly by both the parties at the site and the minutes of such review shall be jointly signed for records and for further use. The modalities for such review shall be decided by the Client.
6. Procurement for the purpose of the Project and its various components shall be done as per the Procurement Rules of the Uttarakhand Govt./Government of India as applicable from time to time.
7. **Standard Codes and Specifications**

The implementing agency shall follow codes and specifications as under during construction of works :

- (i) Uttarakhand State Public Works Department Specifications.
- (ii) Uttarakhand Peyjal Sansadhan Vikas Evam Nirman Nigam specifications.
- (iii) Bureau of Indian Standards (BIS).
- (iv) National Building Codes (NBC).
- (v) Indian Road Congress Codes.
- (vi) Procedure and quality standards specified by the ULB.
- (vii) Central Public Health and Environment Engineering Organization (CPHEEO) norms.

(viii) Norms not covered in (i) to (vii) above and applicable to the construction work with the approval of the competent authority.

8. **Investigations**

Implementing agency shall carry out the investigations related to construction work as below :

- (i) Soil Strata and Bearing capacity for building works.
- (ii) Discharge of Water source for a minimum period of 3 years. The relevant data (as available and applicable) may be obtained from the concerning department.
- (iii) Classification of hard and soft rocks for hill road projects.
- (iv) Investigation not covered in (i) to (iii) above and required for the construction work with the approval of the competent authority.

9. **Design and Drawings**

- (i) Detailed design and drawing proposals submitted by the working agency will be got scrutinized by the administrative department through engineering department of respective expertise field of the state or expert consultant in the respective engineering field. The modification in designs proposed by the administrative department as a result of scrutiny by technical experts will be binding on the construction agency.
- (ii) The approved drawings need to be signed by the concerned department so that they have a sense of ownership of the design.

10. **Electrical Drawings**

The planning, design and execution of electrical installations, air-conditioning and heating work, installation of lifts and escalators in a building shall be carried out in accordance with National Building Code of India prepared by BIS and as prevalent at the time of execution of the works.

11. **Cost Estimate**

- The cost estimate shall be prepared on the basis of schedule of rates of Uttarakhand Government. Detailed estimate of the project shall be submitted by the working agency which will be got scrutinized by the administrative department through engineering department of respective expertise field of the state or some technical expert in the field. The estimated cost so arrived will be acceptable to the working agency.
12. The Construction Agency shall be wholly responsible for the safe keeping, security, protection of assets created etc. at the site and any loss or damage to the assets created shall be indemnified by the Construction Agency.
13. The Construction Agency shall ensure that required/adequate earthquake resistant techniques, designs and structures are adopted in the Project.
14. The Construction Agency shall ensure that adequate/required rain water harvesting systems are included in the project.
15. The Construction Agency shall provide monthly physical and financial progress report of the Project which are duly certified by its authorized officer. The Construction Agency shall also provide the details of the funds available with it, and also the interest earned, every month along with the physical and financial progress report. The Construction Agency shall provide monthly fund

requirements at least for the next four months based on the progress of the work and fund availability with it.

16. The Construction Agency shall maintain a separate Project account/ledger and shall, prior to the handing over of the Project, provide certified details of total funds made available to it, total item/work wise expenditure, total interest earned and the final balances of Project account. The Construction Agency shall refund all the balance money, including the interest earned, to the Client prior to the handing over of the Project.

17. **Work Schedule**

The implementing agency shall strictly adhere to work schedule approved by the competent authority. In case of delayed completion of work punitive deduction at the rate of 0.1 percent of the estimated cost every day will be done.

18. The Construction Agency shall be responsible for ensuring the quality standards of all the materials & works of the Project. Accordingly, the Construction Agency shall ensure periodic inspections and testing by Senior Officers/Professionals/Consultants of repute to ensure the quality standards and the reports of these inspections shall be sent to the Client also. Notwithstanding the responsibility of the Construction Agency for assuring quality, the Client or any person(s) or authority on its behalf or on behalf of the Government may inspect the construction work at any time and from time to time for checking the quality and progress of the work/monitoring, for which the Construction Agency shall provide all the information and assistance required by the inspecting team. The Construction Agency shall, at all the time, make available the detailed estimates, drawing, designs, test reports, quality and monitoring reports,

register of materials/T&P/labours/engineering staff etc. at the Project site. If during the construction and after the conclusion of the Project, any defects or variation are observed during the inspection, these will have to be rectified by the Construction Agency. The Construction Agency shall also be obliged to rectify the observations/reports of the quality monitors and give compliance report within period. If the Construction Agency fails to rectify the defects/variations and/or the defects continue to be repeated and the defects are of serious nature, then the Client may take the work/Project back as per the provisions of clause-4.

In case the defects are not rectified by the Construction Agency and/or the work is withdrawn from the Construction Agency, the Client may recover suitable damages from the Construction Agency.

If during the course of construction or after completion of construction serious defects come to the notice of the Client Department the Construction Agency shall on receiving such intimation institute an enquiry into the matter and fix responsibility of the delinquent officers/officials within 02 months.

19. Quality of Material and workmanship :

- (i) All materials and workmanship shall be of good quality conforming generally to accepted standards of Indian Standards Specifications and Codes.
- (ii) While the manufacturer's test reports from authorized labs can be accepted for some of the materials, there are some mandatory tests to be conducted by the Implementing Agency at site.

Some of these tests are mentioned below :

S. No.	MATERIAL	TEST TO BE CONDUCTED
1.	Cement	To be conducted by the Implementing Agency for each lot of cement if the cement is bought from shops/agents:
2.	Steel	Same as above
3.	Bitumen	Same as above
4.	Sand	To be conducted by the Implementing Agency
5.	Aggregate	To be conducted by the Implementing Agency
6.	Bricks	To be conducted by the Implementing Agency
7.	Concrete	To be conducted by the Implementing Agency

(iii) Quality control may also be carried out by the State Government through Third Party at random during construction period. Final payment to be construction agency shall take into account the deduction in rates (if any) arrived at by the administrative department on the basis of the findings of Third Party Quality Control.

20. The defect liability period shall be three years from the date of handing over the Project to the Client. The Construction Agency shall get the defects as may be reported by the Client from time to time, rectified at its own cost within the period specified by the Client. The Client may also report the defects during the construction period for which the defect rectification period shall be as indicated by the Client in its report or otherwise.
21. The building/Project shall be handed over to the authorized person of the Client. The construction Agency, at the time of handing over or prior to that, shall provide to the Client certified and duly approved detailed estimates, including revised estimates (if any),

all the as executed drawings, designs and drawings of the services provided in the building/Project.

22. The Construction Agency shall remain liable to and shall indemnify the Client, in respect of losses, damages, or compensation arising out of any accident or injury sustained by the Client, any workmen in the employment of the Construction Agency while in or upon the said works/any third person or the same arising out of any act, default or negligence, omission and commission, error in judgment on the part of Construction Agency, its employees or its agent(s) subject to the determination of the compensation or damages by the competent authority as defined in the relevant laws. The Construction Agency shall also remain liable for the defects in construction and shall indemnify damages arising out of such defects in construction.

23. Externally Aided Projects

In case the implementing agency is assigned some externally aided project, the relevant conditions of such projects shall apply in addition to the above mentioned conditions. In case of conflict between the two, condition of externally aided project shall prevail.

24. Project specific special conditions (if any) shall be as per Annexure-4.

25. Should there be a dispute the same shall be resolved by a Dispute Resolution Committee constituting of the following :-

- a. Principal Secretary/Secretary of Client Department.
- b. Head of the Department of the Client Department.
- c. Representative of the Construction Agency.

- d. Representative of Finance Department.
- e. Representative of Planning Department.

The decision of the committee shall be binding on the Parties.

IN WITNESS WHERE OF parties hereto have set their hands through their authorized representatives on this deed and affixed their seals on date, month and year first above written.

For and on behalf of the Client.

For and on behalf of the
Construction Agency.

Name and Designation

Name and Designation

Witness

Witness

1.

1.

2.

2.

प्रेषक,

एस0 रामास्वामी,
प्रमुख सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. समस्त प्रमुख सचिव/सचिव,
उत्तराखण्ड शासन।
2. समस्त विभागाध्यक्ष,
उत्तराखण्ड।

नियोजन अनुभाग-2

देहरादून, दिनांक : 20 सितम्बर, 2012

विषय : शासकीय विभागों के विविध निर्माण कार्यों के सम्पादन हेतु कार्यदायी संस्थाओं का निर्धारण।

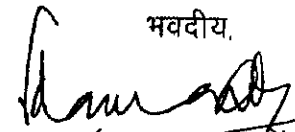
महोदय,

उपरोक्त विषयक शासनादेश संख्या संख्या - 33/XXVI/6(2)/2009 दिनांक 6.12.2010 के क्रम में कृपया शासनादेश संख्या - 207/XXVI/6(2)/2009 दिनांक 24.04.2012 का संदर्भ ग्रहण करने का कष्ट करें, जिसके अधीन केन्द्रीय लोक निर्माण विभाग (CPWD) को उत्तराखण्ड राज्य में कार्यदायी संस्था के रूप में सूचीबद्ध किया गया है। उपरोक्त शासनादेश दिनांक 24.4.2012 के अन्तर्गत वित्तीय प्रस्ताव केन्द्रीय लोक निर्माण विभाग से लेने के फलस्वरूप उपरोक्त शासनादेश दिनांक 24.04.2012 को केन्द्रीय लोक निर्माण विभाग के सम्बन्ध में कतिपय स्पष्टीकरणों एवं संशोधनों सहित निम्नानुसार प्रतिस्थापित करने का निर्णय लिया गया है:-

1. उत्तराखण्ड राज्य के अन्तर्गत समस्त निर्माण कार्यों के प्राक्कलन राज्य सरकार की दर अनुसूची एवं अनुमन्य विशिष्टियों के अनुरूप तैयार किये जायेंगे।
2. निर्माण कार्यों पर विभागीय प्रभार दर मुख्य अभियंता केन्द्रीय लोक निर्माण विभाग, लखनऊ के पत्रांक 23(600)/अ0अभि0(यो0)/उ0अं0-II/पी0-1/7586-89 दिनांक 06.09.2011 (संलग्नक-1) के अनुसार निम्नवत् देय होगा :-
 - (i) उन निर्माण कार्यों पर विभागीय प्रभार देय नहीं होगा जिनकी निधि पूर्ण रूप से केन्द्र सरकार प्रदान करती हैं।
 - (ii) अन्य निर्माण कार्यों पर विभागीय प्रभार 6.75 प्रतिशत देय होगा जो केन्द्रीय लोक निर्माण विभाग की नीति अनुसार विभिन्न परिस्थितियों में 4.40 प्रतिशत तक कम किया जा सकता है।
3. उपरोक्त केन्द्रीय लोक निर्माण विभाग से कार्यदायी संस्था के रूप में निर्माण कार्यों हेतु सलग्न प्रारूप-2 पर MOU कराया जायेगा।

संलग्नक : यथोक्त।

भवदीय,



(एस0 रामास्वामी)

प्रमुख सचिव।



संलग्नक - 1

भारत सरकार
केन्द्रीय लोक निर्माण विभाग
कार्यालय मुख्य अभियन्ता (उ०अ०-११)
केन्द्रीय भवन "तृतीय तल",
अलीगंज, लखनऊ

पत्रांक - 23(600)/अ०अभि० (यो०)/उ०अ०-११/पी०-१/१५८६-८९

दिनांक 06.09.2011

सेवा में,

निदेशक

राज्य योजना आयोग उत्तराखण्ड
कक्ष संख्या -20, बैंक बिल्डिंग, सुभाष रोड़,
उत्तराखण्ड सचिवालय, देहरादून।

विषय : उत्तराखण्ड राज्य में भवन/मार्ग/जलापूर्ति/सीवरेज कार्यों हेतु केन्द्रीय लोक निर्माण विभाग के कार्यदायी संस्था के रूप में योगदान के सम्बन्ध में।

सन्दर्भ : आपका पत्र संख्या 1068/रा०यो०आ०/2010 दिनांक 25.08.2011


महोदय,

उक्त पत्र के सन्दर्भ में केन्द्रीय लोक निर्माण विभाग के बारे में संक्षिप्त जानकारी, 157 वीं वर्षगाँठ के उपलक्ष्य में जारी गृह पत्रिका निर्माण भारती तथा कुछ महत्वपूर्ण ग्राहक विभाग की सूची इस पत्र के साथ संलग्न है।

केन्द्रीय लोक निर्माण विभाग, केन्द्र सरकार अथवा स्वायत्त निकायों के उन निर्माण कार्यों पर विभागीय प्रभार नहीं लेती जिनकी निधि पूर्णरूप से केन्द्र सरकार प्रदान करती है। लेकिन अन्य सरकार/विभाग के निर्माण कार्यों पर 6.75% का विभागीय प्रभार देय होगा जिसका विवरण रिपोर्ट में दिया गया है। यह विभागीय प्रभार, विभिन्न परिस्थितियों में 4.40% तक कम किया जा सकता है।

उत्तराखण्ड राज्य के विकास हेतु किये जा रहे कार्यों को सम्पन्न करने के लिये केन्द्रीय लोक निर्माण विभाग सदैव तैयार है। हमें उम्मीद है कि केन्द्रीय लोक निर्माण विभाग के विभिन्न कार्यकलापों को दर्शाती हुई पत्रिका, आपको निर्णय लेने में सहायक होगी।

भवदीय


मुख्य अभियन्ता (उ०अ०-११)
के०लो०नि०वि०, लखनऊ

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at on this day of, 20..... Between the (name of client department/organization) through (hereinafter referred to as 'Client'), which expression shall, unless repugnant to the context thereof, include its successor in office, of the one part.

AND

..... (Name of Construction agency) through..... (hereinafter referred to as 'Construction agency'), which expression shall, unless repugnant to the context thereof, include the successors & assigns, of the other part.

Whereas on the proposal of the Client the Construction Agency has agreed to do construction and related works such as investigation design and detailed estimation etc. of (name of work) having total cost (including the centage charges and all other charges) of ₹ (Rupees), which hereinafter referred to as the 'Project', as per the terms and conditions laid down here below.

1. It is agreed that the total cost of Project is ₹ lacs (Rs.....)' as indicated in the administrative and financial sanction issued vide Govt. Order No. dated the copy of which is annexed to this MoU as Annexure No. 1. It is also agreed that the cost includes total centage charges payable to the Construction Agency as well as all other charges. The centage charges with regard to the Project shall be governed as per the Govt. order *291/XX.VI/E.(2)/2009* dated

2012
2012
A copy of the said order is annexed to this MoU as Annexure No. 2.

2. It is agreed that the time schedule and phasing of the progress/ completion of the project except in the cases of force majeure shall be as follows; the detailed component wise time schedule/bar chart is annexed herewith as Annexure No. 3 :-

S.No.	Item	Date	No. of Months
(i)	Date of start of Project	
(ii)	Percentage achievement of physical progress upto 25%		(..... months)
(iii)	Percentage achievement of physical progress upto 50%		(..... months)
(iv)	Percentage achievement of physical progress upto 75%		(..... months)
(v)	Percentage achievement of physical progress upto 100%		(..... months)
(vi)	Handing over of finished and completed project by		(..... months)

3. Client will ensure adequate fund flow to the Construction Agency commensurate with the physical progress as per schedule as indicated in para 2 above and financial progress of previously released funds/last disbursements. The Client will ensure release of funds within thirty days of demand subject to fulfilling the preconditions of fund release as has been mentioned herein.
4. If the progress of the Project does not match with the targets set in Para 2 above, then the Client may withdraw the Project back from the Construction Agency and may allot the same to some other agency. In such a case the Construction Agency shall peacefully handover the Project back to the Client, or the agency to whom the

Client may so direct, immediately along with all the constructed portion on 'as is where is' basis and also the building material, tools and plants, designs, drawings and all other material/records etc so that the construction work/implementation of the Project do not get adversely affected. In such a situation the Construction Agency shall not be entitled for any compensation and/or claim whatsoever.

5. For the purpose of Para-2, 3 and 4 above, the Project work shall be reviewed at least every month jointly by both the parties at the site and the minutes of such review shall be jointly signed for records and for further use. The modalities for such review shall be decided by the Client.
6. Procurement for the purpose of the Project and its various components shall be done as per the Procurement Rules of the Uttarakhand Govt./Government of India as applicable from time to time.

7. Standard Codes and Specifications

The implementing agency shall follow codes and specifications as under during construction of works :

- (i) Uttarakhand State Public Works Department Specifications.
- (ii) Uttarakhand Peyjal Sansadhan Vikas Evam Nirman Nigam specifications.
- (iii) Bureau of Indian Standards (BIS).
- (iv) National Building Codes (NBC).
- (v) Indian Road Congress Codes.
- (vi) Procedure and quality standards specified by the ULB.
- (vii) Central Public Health and Environment Engineering Organization (CPHEEO) norms.

(viii) Norms not covered in (i) to (vii) above and applicable to the construction work with the approval of the competent authority.

8. **Investigations**

Implementing agency shall carry out the investigations related to construction work as below :

- (i) Soil Strata and Bearing capacity for building works.
- (ii) Discharge of Water source for a minimum period of 3 years. The relevant data (as available and applicable) may be obtained from the concerning department.
- (iii) Classification of hard and soft rocks for hill road projects.
- (iv) Investigation not covered in (i) to (iii) above and required for the construction work with the approval of the competent authority.

9. **Design and Drawings**

- (i) Detailed design and drawing proposals submitted by the working agency will be got scrutinized by the administrative department through engineering department of respective expertise field of the state or expert consultant in the respective engineering field. The modification in designs proposed by the administrative department as a result of scrutiny by technical experts will be binding on the construction agency.
- (ii) The approved drawings need to be signed by the concerned department so that they have a sense of ownership of the design.

10. **Electrical Drawings**

The planning, design and execution of electrical installations, air-conditioning and heating work, installation of lifts and escalators in a building shall be carried out in accordance with National Building Code of India prepared by BIS and as prevalent at the time of execution of the works.

11. **Cost Estimate**

The cost estimate shall be prepared on the basis of schedule of rates of Uttarakhand Government. Detailed estimate of the project shall be submitted by the working agency which will be got scrutinized by the administrative department through engineering department of respective expertise field of the state or some technical expert in the field. The estimated cost so arrived will be acceptable to the working agency.

12. The Construction Agency shall be wholly responsible for the safe keeping, security, protection of assets created etc. at the site and any loss or damage to the assets created shall be indemnified by the Construction Agency.

13. The Construction Agency shall ensure that required/adequate earthquake resistant techniques, designs and structures are adopted in the Project.

14. The Construction Agency shall ensure that adequate/required rain water harvesting systems are included in the project.

15. The Construction Agency shall provide monthly physical and financial progress report of the Project which are duly certified by its authorized officer. The Construction Agency shall also provide the details of the funds available with it, and also the interest earned, every month along with the physical and financial progress report. The Construction Agency shall provide monthly fund

requirements at least for the next four months based on the progress of the work and fund availability with it.

16. The Construction Agency shall maintain a separate Project account/ledger and shall, prior to the handing over of the Project, provide certified details of total funds made available to it, total item/work wise expenditure, total interest earned and the final balances of Project account. The Construction Agency shall refund all the balance money, including the interest earned, to the Client prior to the handing over of the Project.

17. **Work Schedule**

The implementing agency shall strictly adhere to work schedule approved by the competent authority. In case of delayed completion of work punitive deduction at the rate of 0.1 percent of the estimated cost every day will be done.

18. The Construction Agency shall be responsible for ensuring the quality standards of all the materials & works of the Project. Accordingly, the Construction Agency shall ensure periodic inspections and testing by Senior Officers/Professionals/Consultants of repute to ensure the quality standards and the reports of these inspections shall be sent to the Client also. Notwithstanding the responsibility of the Construction Agency for assuring quality, the Client or any person(s) or authority on its behalf or on behalf of the Government may inspect the construction work at any time and from time to time for checking the quality and progress of the work/monitoring, for which the Construction Agency shall provide all the information and assistance required by the inspecting team. The Construction Agency shall, at all the time, make available the detailed estimates, drawing, designs, test reports, quality and monitoring reports,

register of materials/T&P/labours/engineering staff etc. at the Project site. If during the construction and after the conclusion of the Project, any defects or variation are observed during the inspection, these will have to be rectified by the Construction Agency. The Construction Agency shall also be obliged to rectify the observations/reports of the quality monitors and give compliance report within period. If the Construction Agency fails to rectify the defects/variations and/or the defects continue to be repeated and the defects are of serious nature, then the Client may take the work/Project back as per the provisions of clause-4.

In case the defects are not rectified by the Construction Agency and/or the work is withdrawn from the Construction Agency, the Client may recover suitable damages from the Construction Agency.

If during the course of construction or after completion of construction serious defects come to the notice of the Client Department the Construction Agency shall on receiving such intimation institute an enquiry into the matter and fix responsibility of the delinquent officers/officials within 02 months.

19. Quality of Material and workmanship :

- (i) All materials and workmanship shall be of good quality conforming generally to accepted standards of Indian Standards Specifications and Codes.
- (ii) While the manufacturer's test reports from authorized labs can be accepted for some of the materials, there are some mandatory tests to be conducted by the Implementing Agency at site.

Some of these tests are mentioned below :

S. No.	MATERIAL	TEST TO BE CONDUCTED
1.	Cement	To be conducted by the Implementing Agency for each lot of cement if the cement is bought from shops/agents.
2.	Steel	Same as above
3.	Bitumen	Same as above
4.	Sand	To be conducted by the Implementing Agency
5.	Aggregate	To be conducted by the Implementing Agency
6.	Bricks	To be conducted by the Implementing Agency
7.	Concrete	To be conducted by the Implementing Agency

- (iii) Quality control may also be carried out by the State Government through Third Party at random during construction period. Final payment to be construction agency shall take into account the deduction in rates (if any) arrived at by the administrative department on the basis of the findings of Third Party Quality Control.
20. The defect liability period shall be three years from the date of handing over the Project to the Client. The Construction Agency shall get the defects as may be reported by the Client from time to time, rectified at its own cost within the period specified by the Client. The Client may also report the defects during the construction period for which the defect rectification period shall be as indicated by the Client in its report or otherwise.
21. The building/Project shall be handed over to the authorized person of the Client. The construction Agency, at the time of handing over or prior to that, shall provide to the Client certified and duly approved detailed estimates, including revised estimates (if any),

all the as executed drawings, designs and drawings of the services provided in the building/Project.

22. The Construction Agency shall remain liable to and shall indemnify the Client, in respect of losses, damages, or compensation arising out of any accident or injury sustained by the Client, any workmen in the employment of the Construction Agency while in or upon the said works/any third person or the same arising out of any act, default or negligence, omission and commission, error in judgment on the part of Construction Agency, its employees or its agent(s) subject to the determination of the compensation or damages by the competent authority as defined in the relevant laws. The Construction Agency shall also remain liable for the defects in construction and shall indemnify damages arising out of such defects in construction.

23. Externally Aided Projects

In case the implementing agency is assigned some externally aided project, the relevant conditions of such projects shall apply in addition to the above mentioned conditions. In case of conflict between the two, condition of externally aided project shall prevail.

24. Project specific special conditions (if any) shall be as per Annexure-4.

25. Should there be a dispute the same shall be resolved by a Dispute Resolution Committee constituting of the following :-

- a. Principal Secretary/Secretary of Client Department.
- b. Head of the Department of the Client Department.
- c. Representative of the Construction Agency.

- d. Representative of Finance Department.
- e. Representative of Planning Department.

The decision of the committee shall be binding on the Parties.

IN WITNESS WHERE OF parties hereto have set their hands through their authorized representatives on this deed and affixed their seals on date, month and year first above written.

For and on behalf of the Client.

For and on behalf of the
Construction Agency.

Name and Designation

Name and Designation

Witness

Witness

1.

1.

2.

2.

प्रेषक,

एस0 रामास्वामी,
प्रमुख सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. समस्त प्रमुख सचिव/सचिव,
उत्तराखण्ड शासन।
2. समस्त विभागध्यक्ष, उत्तराखण्ड।

नियोजन अनुभाग-2

देहरादून, दिनांक: 07 जनवरी, 2013

विषय:- निर्माण कार्य हेतु कार्यदायी संस्थाओं का निर्धारण किए जाने के सम्बन्ध में।

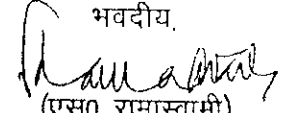
महोदय,

उपरोक्त विषयक शासनादेश सं0-656/XXVI/छः(2)/2009, दिनांक 24.12.2012 का आंशिक संशोधन करते हुए प्रस्तर-2(1) को निम्नवत प्रतिस्थापित किया जाता है:-

"केन्द्रीय सार्वजनिक उपक्रम इंजीनियर्स प्रोजेक्ट इण्डिया लि0 (EPIL) तथा उत्तर प्रदेश राजकीय निर्माण निगम को शासनादेश सं0-330/XXVI/छः(2)/2009, दिनांक 20.09.2012 में इंगित शर्तों के अधीन कार्यदायी संस्थाओं की सूची में सम्मिलित किया जाता है"।

उक्त शासनादेश दिनांक 24.12.2012 को इस सीमा तक संशोधित समझा जाय। शासनादेश में इंगित शेष शर्तें एवं प्रतिबन्ध यथावत रहेंगे।

भवदीय,


(एस0 रामास्वामी)
प्रमुख सचिव।

पृष्ठांकन संख्या: /XXVI/छः(2)/2009, तददिनांकित।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. प्रमुख सचिव, मा0 मुख्यमंत्री जी को मा0 मुख्यमंत्री जी के संज्ञानार्थ।
2. निजी सचिव, मुख्य सचिव को मुख्य सचिव महोदय के संज्ञानार्थ।
3. प्रबन्ध निदेशक, उ0प्र0 राजकीय निर्माण निगम, उत्तर प्रदेश लखनऊ।
4. प्रबन्ध निदेशक, इंजीनियर्स प्रोजेक्ट इण्डिया लिमिटेड (EPIL) Core-3, Scope Complex, 7-Institutional Area, Lodhi Road, New Delhi-110 003.
5. कुलपति, कृषि एवं प्रौद्योगिकी विश्वविद्यालय, पन्तनगर।
6. निदेशक, उत्तराखण्ड कृषि उत्तपादन विपणन परिषद, रुद्रपुर, उधमसिंह नगर।
7. निदेशक, उत्तराखण्ड सहकारी डेयरी फेडरेशन, मंगल पड़ाव, बरेली रोड, हल्द्वारी नैनीताल, उत्तराखण्ड-263 139.
8. निदेशक, एन0आई0सी0, उत्तराखण्ड सचिवालय, देहरादून।
9. प्रभारी भीडिया सेन्टर, सचिवालय देहरादून।
10. गार्ड फाईल।

आज्ञा से,

(मेहरबान सिंह बिष्ट)
उप सचिव।

प्रेषक,

एस0 रामास्वामी,
प्रमुख सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. समस्त प्रमुख सचिव/सचिव,
उत्तराखण्ड शासन।
2. समस्त विभागाध्यक्ष,
उत्तराखण्ड।

नियोजन अनुभाग-2

देहरादून, दिनांक: 24 दिसम्बर, 2012

विषय- निर्माण कार्य हेतु कार्यदायी संस्थाओं का निर्धारण किये जाने के सम्बन्ध में।

महोदय,

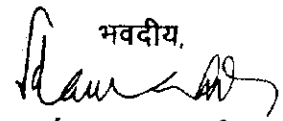
उपर्युक्त विषयक पूर्व में हुये शासनादेशों के क्रम में गत शासनादेश सं0-207/XXVI/छः(2)/2009 दिनांक 24.04.2012 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा शासकीय विभागों के विविध निर्माण कार्यों हेतु कार्यदायी संस्थाओं के निर्धारण के सम्बन्ध में दिशा-निर्देश निर्गत किये गये थे।

2. उक्त के क्रम में मुझे यह कहने का निदेश हुआ है कि मा0 मंत्रिमण्डल द्वारा प्रश्नगत विषय पर विस्तृत विचार-विमर्श किया गया। विस्तृत विचारोपरान्त मंत्रिमण्डल द्वारा निर्णय/आदेश के क्रम में निम्नवत् कार्यवाही किये जाने का निर्णय लिया गया है:-

- 1) केन्द्रीय कार्यदायी संस्थाओं हेतु राज्य सरकार द्वारा निर्धारित शर्तें पूर्ण करने पर केन्द्रीय सार्वजनिक उपक्रम इंजीनियर्स प्रोजेक्ट इण्डिया लि0 (EPIL) तथा उत्तर प्रदेश राजकीय निर्माण निगम को कार्यदायी संस्था की सूची में सूचीबद्ध किया जाता है।
- 2) अपनी संस्थाओं के निर्माण कार्यों को करने हेतु निम्नलिखित संस्थाओं/परिषदों/निगमों को भी अधिकृत किया जाता है।
 - i. उत्तराखण्ड कृषि उत्पादन विपणन परिषद।
 - ii. कृषि एवं प्रौद्योगिकी विश्वविद्यालय, पंतनगर।
 - iii. उत्तराखण्ड सहकारी डेयरी फेडरेशन ₹ 2.50 करोड़ तक के निर्माण कार्यों हेतु सूचीबद्ध किया गया है।

3. यह भी निर्णित हुआ है कि ₹ 5.00 करोड़ तक के निर्माण कार्य राज्य की कार्यदायी संस्थाओं को ही आवंटित किये जायें।

उक्त विषयक पूर्व में निर्गत शासनादेश इस सीमा तक संशोधित समझे जायें।

भवदीय,

(एस0 रामास्वामी)
प्रमुख सचिव।

Complex, 7-Institutional Area, Lodi Road, New Delhi-110 003.

4. प्रबन्ध निदेशक, कृषि एवं प्रौद्योगिकी विश्वविद्यालय, पन्तनगर।
5. निदेशक, उत्तराखण्ड कृषि उत्पादन विपणन परिषद, रुद्रपुर, ऊधमसिंह नगर।
6. निदेशक, उत्तराखण्ड सहकारी डेयरी फेडरेशन, मंगल पडाव, बरेली रोड, (नेनीताल), उत्तराखण्ड, पिन-263139
7. निजी सचिव, मुख्य सचिव को मुख्य सचिव महोदय के संज्ञानार्थ।
8. निदेशक, एन0आई0सी0, उत्तराखण्ड सचिवालय, देहरादून।
9. प्रभारी मीडिया सेन्टर, सचिवालय, देहरादून।
10. गार्ड फाईल।

आज्ञा से,

(मेहरबान सिंह बिष्ट)
उप सचिव।

प्रे शक,
राधा रतूड़ी,
प्रमुख सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. समस्त प्रमुख सचिव/सचिव, उत्तराखण्ड शासन।
2. समस्त विभागाध्यक्ष, उत्तराखण्ड।

वित्त अनुभाग- 7

देहरादून: दिनांक: 22 फरवरी, 2013

विषय: कार्यदायी संस्थाओं द्वारा डिपॉजिट आधार पर किये जाने वाले निर्माण कार्यों हेतु एम0ओ0यू0 हस्ताक्षरित किया जाना।

महोदय,

उपरोक्त विषयक शासनादेश संख्या: 475/xxvii(7)2008 दिनांक 15 दिसम्बर, 2008 की ओर ध्यान आकर्षित करते हुये मुझे पुनः यह कहने का निदेश हुआ है कि किसी भी कार्यदायी संस्था के साथ प्रत्येक निर्माण कार्यों को आवंटित करते समय उक्त शासनादेश के साथ संलग्न प्रारूप पर एम0ओ0यू0 अवश्य हस्ताक्षरित किया जाना सुनिश्चित किया जाये।

इसी प्रकार केन्द्रीय सार्वजनिक उपकरणों से कार्यदायी संस्था के रूप में निर्माण कार्यों हेतु शासनादेश संख्या: 330/xxvii/छ:(2)/2009 दिनांक: 20 सितम्बर, 2012 शासनादेश संख्या: 656/xxvi/छ:(2)/2009 दिनांक: 14 दिसम्बर, 2012 तथा शासनादेश संख्या: 11/xxvi/छ:(2)/2009 दिनांक: 07 जनवरी, 2013, (प्रतिलिपि संलग्न) के साथ संलग्न प्रारूप तथा शर्तों पर एम0ओ0यू0 अनिवार्य रूप से कराया जायेगा।

प्रशासकीय विभाग यह भी सुनिश्चित करें कि उक्त शासनादेशों में निर्धारित सेन्टेज प्रभार एवं इंगित अन्य शर्तों में कोई विचलन न हों। विभाग यह भी सुनिश्चित करेगा कि कार्यदायी संस्था को निर्माण हेतु देय धनराशि तभी उपलब्ध करायी जाये जब संस्था के साथ एम0ओ0यू0 सम्पादित हो जाये।

भवदीय,

(राधा रतूड़ी)
प्रमुख सचिव।

संख्या-426 /xxvii(7)/2013 तददिनांकित।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :

1. प्रमुख सचिव मा0 मुख्यमंत्री जी, उत्तराखण्ड शासन।
2. स्टॉफ आफीसर, मुख्य सचिव उत्तराखण्ड शासन।
3. निदेशक, नियोजन, राज्य योजना आयोग प्रायोजना रचना एवं मूल्यांकन प्रभाग।
4. समस्त ~~विभागाध्यक्ष~~ उत्तराखण्ड।
5. आयुक्त, गढ़वाल/कुमाऊँ मण्डल।
6. समस्त जिलाधिकारी, उत्तराखण्ड।
7. समस्त वित्त नियंत्रक/वित्त अधिकारी, उत्तराखण्ड।

आज्ञा से,

(राधा रतूड़ी)
प्रमुख सचिव।

प्रेषक,

राधा रतूड़ी,
प्रमुख सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. समस्त प्रमुख सचिव/सचिव, उत्तराखण्ड शासन।
2. समस्त विभागाध्यक्ष, उत्तराखण्ड।

वित्त अनुभाग- 7

देहरादून: दिनांक: 11 मार्च, 2013

विषय: कार्यदायी संस्थाओं द्वारा डिपॉजिट आधार पर किये जाने वाले निर्माण कार्यों हेतु एम0ओ0यू0 हस्ताक्षरित किया जाना।

महोदय,

उपरोक्त विषयक शासनादेश संख्या: 426/xxvii(7)2013 दिनांक 22 फरवरी, 2013 के क्रम में मुझे यह कहने का निदेश हुआ है कि उक्त शासनादेश के दूसरे प्रस्तर में केन्द्रीय सार्वनिक उपक्रमों के साथ उत्तर प्रदेश राजकीय निर्माण निगम भी पढ़ा जाये। इसके अतिरिक्त केन्द्रीय लोक निर्माण विभाग के सम्बन्ध में शासनादेश संख्या: 291/xxvi/छ(2)/2009 दिनांक: 20 सितम्बर, 2012 के साथ संलग्न प्रारूप तथा शर्तों पर एम0ओ0यू0 अनिवार्य रूप से कराया जायेगा।

शासनादेश संख्या: 426/xxvii(7)2013 दिनांक 22 फरवरी, 2013 को इस सीमा तक संशोधित समझा जाये तथा उक्त शासनादेशों की शेष शर्तें व प्रतिबन्ध यथावत रहेंगी।

भवदीय,

(राधा रतूड़ी)
प्रमुख सचिव।

संख्या- 453 /xxvii(7)/2013 तददिनांकित।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :

1. प्रमुख सचिव मा0 मुख्यामंत्री जी, उत्तराखण्ड शासन।
2. स्टॉफ आफीसर, मुख्य सचिव उत्तराखण्ड शासन।
3. निदेशक, नियोजन, राज्य योजना आयोग प्रायोजना रचना एवं मूल्यांकन प्रभाग।
4. आयुक्त, गढ़वाल/कुमाऊँ मण्डल।
5. समस्त जिलाधिकारी, उत्तराखण्ड।
6. समस्त वित्त नियंत्रक/वित्त अधिकारी, उत्तराखण्ड।
7. समस्त कोषाधिकारी, उत्तराखण्ड।

आज्ञा से,

(राधा रतूड़ी)
प्रमुख सचिव।