

निर्माण प्रबंधन (Construction Management) के सिद्धांत  
[Nirman prabandhan (Construction Management) ke Siddhant]  
Prof. Chirag Kothari  
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Lecture – 31  
Aachhe Anubandh Ke Anivaary Tatv

Department of Civil Engineering  
Indian Institute of Technology Kanpur

भारत सरकार की MOOCS पहाल के अंतर्गत पाठ्यक्रम  
निर्माण प्रबंधन के सिद्धांत  
Principles of Construction Management

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Namaskaar! Aapaka svaagat hai bharat sarakaar kee MOOCS pahal ke antargat paathyakram Nirmaan Prabandhan ke Siddhaant (Principles of Construction Management) mein.

(Reference Time 00:30)

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पाठ्यक्रम के मॉड्यूल

- परिचय एवं निर्माण प्रक्रियाएं
- निर्माण प्रक्रिया के अंशों का अनुमान
- निर्माण प्रबंधन
- निर्माण प्रक्रिया के नियंत्रण
- निर्माण प्रबंधन
- अनुबंध प्रबंधन
- सुरक्षा प्रबंधन एवं समापन

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Aaj kee charcha ham anubandh prabandhan pe rakhenge aur pichhale lecture mein hamane dekha ki ek anubandh kya hota hai? Hamane dekha kab ham ek anubandh ko vaidh (valid) ya invalid karaate hain.

(Reference Time 00:43)



लेक्चर 31

एक अच्छे अनुबंध के अनिवार्य तत्व  
Essentials of a Good Contract

Aaj ka hamaara lecture ek achchhe anubandh ke anivaary tatv (essentials of a good contract) kya hain us par. Ham dekhenge ki ek achchhe anubandh mein kya-kya hona chaahie}.

(Reference Time 00:56)



एक अच्छे अनुबंध के लिए तीन Cs  
Three "Cs" of a good contract

CHERTAINTY (निश्चितता)

उद्देश्य की निश्चितता

एक अच्छा अनुबंध

दायित्वों को पूरा करने की प्रतिबद्धता  
COMMITMENT  
(प्रतिबद्धता)

सम्बंधित पक्षों के मध्य कम्प्युनिकेशन  
COMMUNICATION  
(संप्रेषण)

Pichhale lecture mein hamane baat kee thee ki kisee bhee achchhe contract ke three cs hain. Sabase pahala certainty (nishchitata). Jahaan par ham kah rahe hain ki jo bhee uddeshy ho vah nishchit ho. Hamen pata ho ham kya chaahate hain. Phir daayitv ko poora karane kee pratibaddhata ho (commitment ho). Saath hee saath jo bhee sambandhit paksh hain unake madhy communication rahe. To kisee bhee achchhe contract mein jarooree hai ki certainty, commitment aur communication ek saath rahe.

(Reference Time 01:40)



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### निर्माण अनुबंधों के घटक (Components of Construction Contracts)

1. अनुबंध रेखाचित्र (The contract drawings)
2. स्पेसिफिकेशन (The specifications)
3. अनुबंध की सामान्य शर्तें (The general conditions of the contract) (GCC)
4. अनुबंध की विशेष शर्तें (The special conditions of the contract) (SCC)
5. समझौता (The agreement)
6. बिल ऑफ क्वांटिटी; यदि लागू हो; (The bill of quantities (BOQ) ; if applicable)



Aur hamane yah bhee dekha tha ki kaise bhee contract ke yah kuchh mukhy bindu hote hain: general conditions of the contract, special conditions of contract, specifications, drawings, samajhauta (agreement), bill of quantities. Aaj ham dekhenge ki kis prakaar anek binduon ko in sabhee mein joda jaata hai taaki yah sunishchit kiya ja sake ki jo bhee ham anubandh bana rahe hain vah achchha hai.

(Reference Time 02:15)



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### अच्छे अनुबंध के अनिवार्य घटक क्या हैं? What are the essentials for a good contract?

- |   |   |
|---|---|
| 1. अनुबंध के पक्ष (Parties of contract)                   | 9. बीमा (Insurance)                               |
| 2. अनुबंध का उद्देश्य (Purpose of contract)               | 10. अनुबंध का समापन (Completion of contract)      |
| 3. अनुबंध हेतु शासकीय नियम (Governing laws for contracts) | 11. निर्माण स्थल की सफाई (Clearing of site)       |
| 4. कार्य क्षेत्र (Scope of work)                          | 12. वॉरन्टी (Warranty)                            |
| 5. मूल्य (Price)  | 13. परिनिर्धारित क्षतिपूर्ति (Liquidated damages) |
| 6. समय अनुसूची (Time schedule)                            | 14. दण्ड (Penalty)                                |
| 7. अप्रत्याशित घटना (Force majeure)                       | 15. समाप्ति (Closure)                             |
| 8. निरीक्षण (Inspection)                                  | 16. विवाद का समाधान (Dispute resolution)          |

Isake andar kuchh 16 pahaloo hain. Ham ek-ek karake un 16 binduon par charcha karenge. Sabase pahala anubandh ke paksh (parties of contract). Doosara ham dekhenge anubandh ka uddeshy (purpose of contract) mein kya hona chaahie taaki vah ek achchha contract bane. Phir ham dekhenge ki anubandh hetu jo bhee shaasakeey niyam hai vah kis prakaar likhe jaane chaahie. Kaary kshetr. Mooly, samay anusoochee aur apratyaashit ghatanaen. Yah jo

bindu hai in binduon par kis prakaar kee charcha ek achchhe contract mein hona chaahie. Phir ham baat karenge ki inspection ya nireekshan kis prakaar likha jaana chaahie. Phir insurance (beema), anubandh ka samaapan (completion of contract). Nirmaan sthal kee saphaee (clearing of site) ke baare mein jaanakaaree, warranty ke baare mein jaanakaaree, liquidated damages kya hote hain aur unakee kya mahatvata hotee hai. Penalties (dand), closure kis prakaar samaapti darshai jaatee hai aur agar koee vivaad hota hai to us vivaad ka kis prakaar samaadhaan kiya jaata hai (dispute resolution). In sabhee binduon par aaj ham charcha karenge.

(Reference Time 03:44)

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**1. अनुबंध के पक्ष (Parties of contract)**

- प्राधिकार (Authorization)
- पावर ऑफ अटर्नी (Power of attorney)

**2. अनुबंध के उद्देश्य (Purpose of contract)**

- कन्सिडरेशन (Considerations) और प्रतिफल
- अन्य दायित्व (Other obligations)

**3. अनुबंध हेतु शासकीय नियम (Governing laws)**

- पक्षों की प्रतिष्ठा (Status of parties)
- लागू नियम/अधिनियम (Applicable Laws / Acts)
- विवाद की स्थिति में क्या लागू होगा - अधिनियम (statutes) अथवा अनुबंध की शर्तें (contract terms)
- अधिनियम में परिवर्तन का आशय (Implications/obligations of change in statutes)
- उप-डेटा (Sub-contracting)
- पेटेंट (Patent) एवं कॉपीराइट (copyright)

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Aaiye sabase pahale ham dekhate hain ki ek anubandh ke paksh (parties of contract) mein kya hota hai? Aamataur par yahaan par likha jaana chaahie ki authorization ya adhikaar kisake paas hai aur power of attorney kisake paas hai. Maan leejie ki ek bahut badee company hai jo anubandh kar rahee hai, ab ho sakata hai vah anubandh maalik ne ya top management ne kiya hoga. Lekin jab yah nirmaan kaary kiya jaega to yah construction site par hoga aur jarooore nahin hai ki har kaary ke dauraan jinhonne is anubandh par sign kiya tha vah upalabdh hon. Iseelie authorization (adhikaar), saath hee saath power of attorney dee jaatee hai jo company ke maalik hain ya jo bhee top management hain vah bataatee hai ki unakee taraph se kaun hai jo site par rahega aur kisake paas adhikaar hai ki vah company ke behalf par nirnay le sake. Is prakaar kee sabhee jaanakaaree is section anubandh ke paksh mein rahatee hai.

Aage badhate hain ab ham dekhate hain ki jo anubandh ka uddeshy hai (purpose of contract) hai usamen kis prakaar kee jaanakaaree rahatee hain. Sabase pahala hai consideration aur pratiphal. Yahaan par likha jaata hai spasht roop se ki kya kaary karavaaya jaana hai aur us kaary ko karavaane ke lie kya pratiphal ya phir considerations rahenge is baare mein bahut spasht roop se likha jaata hai. Saath hee saath agar koee any daayitv ya koee doosare obligations hain to vah bhee yahaan likhe jaate hain.

Ab ham aage badhate hain, ham dekhate hain kee governing laws ya anubandh hetu shaasakeey niyam mein kya-kya aata hai. Sabase pahala jo bhee hamaare paksh hain unakee



gatavidhiyon ka hona jarooree hai vah sab is doosare dash jahaan par ham likh rahe hain but not limited to, yahaan par aatee hain aur jo hamaara main kaary hai vah yahaan par aata hai to agar ise ham dekhen ham likhenge daayare mein rcc (reinforced cement concrete) hai lekin saath hee saath aapako rcc karane ke lie jo bhee gatavidhiyaan karanee hai vah sab yahaan par likhee jaatee hai to is prakaar scope of work likha jaata hai. Aur isake alaava yah bhee likha jaata hai ki maan leejie kisee kaaran se variation hota hai jo hamane baat kee thee usase maan leejie kisee kaaran se jyaada kaam hota hai ya kuchh alag kaam hota hai to jab bhee aisee sthiti banegee to ham kis prakaar nirnay lenge usakee jaanakaaree ek achchhe contract mein likhee hotee hai. Yah likha hota hai ki kisee bhee atirikt kaary ke baare mein kis prakaar payment hoga. Agar maan leejie vakt badhata hai to kis prakaar atirikt samay nirdhaarit hoga. Yah sabhee jaanakaaree bahut mahatvapoor hotee hai kyonki ek civil contract mein yah bahut aam baat hai ki jaise-jaise construction aage badhata hai (nirmaan aage badhata hai) kuchh naee gatavidhiyaan aatee hain jisake baare mein pahale nahin socha hota hai. To agar ek achchha anubandh bana hai to usamen pahale hee likha hoga ki agar is prakaar ka koe bhee variation aata hai ya atirikt kaary aata hai to use kis prakaar kiya jaega aur usake lie kis prakaar paisa diya jaega. Yah jaanakaaree hone se disputes jo bhee vivaad hain vah kaam ho jaate hain.

Aage badhate hain isake baad jo jaanakaaree ek achchhe contract mein dee hotee hai vah hi mooly kee (price kee). Isamen likha hota hai ki kya hamaaree sthir ya fixed price rahegee, kitana paisa kaary karane par milega. Saath hee saath aisee koe bhee price ya aisa koe bhee mooly jo parivartaneey nahin hai (variable hai) usakee jaanakaaree bhee rahatee hai. Fixed rate aur variable rate kya hai yah ham ek udaaharan se samajhate hain. Kae baar aisa hota hai ki kuchh material (kuchh saamaan) jo hamaaree nirmaan kaary mein use hone vaale hain (prayog mein aane vaale hain) unake daam oopar neech hote rahate hain aisee sthiti mein kae baar malik yah kahate hain ki agar kisee bhee kaaran se kisee saamaan ka mooly bahut jyaada agar badhata hai ya kisee kaaran se usaka mooly kam hota hai to jo bhee difference hai (jo bhee antar hai) vah maalik hamen dega. Is tarah kee jaanakaaree variable clause mein likhee rahatee hai ki jo bhee vastu jinaka mooly variable hai vah kaise calculate kiya jaega, isamen likha rahata hai ki base date ya aadhaar tithi kya hai, usake baad agar parivartan hota hai to usaka sootr (formula) jisase vah variation calculate kiya jaega vah kya hai, ek adhikatam seema (maximum) kitane tak yah formula use kiya ja sakata hai kaun sa index ya soochak ka prayog kiya jaega jaise maan leejie consumer price index (cpi) us tarah kee jaanakaaree dee rahatee hai aur yah bhee likha hota hai ki maan leejie aap koe saamaan kisee videshee country (kisee baahar kee country) se mangava rahe hain, to ho sakata hai ki foreign exchange rate jo hota hai vah badal jae to agar vah badalata hai to kis prakaar mooly bhee badalega isakee jaanakaaree bhee dee rahatee hai.

Saath hee saath yah bhee likha rahata hai ki agar koe bhee parivartan hota hai to us parivartan ke hone ke kaaran jo bhee kar hai (taxes) hain ya duties hain vah kis prakaar maanee jaegee ya kis prakaar calculate kee jaegee. To hamane dekha ki ek achchhe anubandh mein sabase jarooree hai ki prices likhee ho mooly likhe ho mooly fixed bhee hote hain jo sthir hain ki aap itana kaary karenge to aapako itana paisa milega vah jaanakaaree bhee rahatee hai. Saath hee saath doosaree jaanakaaree yah rahatee hai ki aise jo variable cost hai jo badal sakate hain agar vah badalate hain to unaka calculation kis prakaar hoga aur yah nirnay kaise liya jaega ki kitana adhik bhugataan karana hai usakee sabhee jaanakaaree ek achchhe anubandh mein rahatee hai.

**(Reference Time 13:46)**



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### 6. समय अनुसूची (Time schedule)

- प्रारम्भिक तिथि (Start date) एवं
- समाप्ति तिथि (End date)
- पूर्ण अवधि (Total duration)
- देरी (Delays)
  - ठेकेदार के कारण (attributed to contractor)
  - मालिक के कारण (attributed to owner)
  - अन्य को समर्पित (attributed to others)

#### उदाहरण

किसी सड़क परियोजना हेतु भूमि अधिग्रहण (land acquisition) में देरी के लिए ठेकेदार को जिम्मेदार नहीं ठहराया जा सकता

#### उदाहरण

एक एसी परियोजना पर विचार करें जहाँ किसी कारखाने में पुलित्वा और छतों (Trusses and roof) के निर्माण से पहले उपकरण का ईरक्षण (equipment erection) किया जाना है।

अब, उपकरण की खरीद और इंस्टॉलेशन (purchase and installation) में देरी से संबंधित कार्यों के पूरा होने में देरी होगी। देरी के लिए किस जिम्मेदार ठहराया जाएगा ?

Ab ham agalee jaanakaaree kee or chalte hain. Agalee jaanakaaree hotee hai samay anusoochee (time schedule). Yahaan par kisee bhee nirmaan kaary kee praarambhik tithi (start deta), usakee samaapti kee tithi (and deta), usakee pooree hone mein jo bhee avadhi hai (total duration) is prakaar kee jaanakaaree rahatee hai. Yaheen par yah jaanakaaree bhee rahatee hai ki maan leejie kuchh saamaan ya kuchh jagah jo maalik dene vaala hai vah kab tak de dega ya kis din unhen dena anivaary hai aur isee samay anusoochee time schedule mein delays ke baare mein (deree ke baare mein) bhee likha rahata hai deree ya delays teen prakaar ke ho sakate hain. Sabase pahala jo thekedaar ke kaaran ho raha hai; koe kaary agar thekedaar ke kaaran late hota hai ya deree hotee hai to us pe kis prakaar se use evaluate kiya jaega ya usaka kis tarah se moolyaankan kiya jaega. Phir agar maan leejie maalik ke kaaran koe aisa kaary hota hai jisamen deree hotee hai to agar vaisee deree hotee hai to kya kiya jaega ho sakata hai ki time extension diya jae (time badha diya ja aae) yah bhee ho sakata hai ki agar maalik ke kaaran deree ho rahee ho to thekedaar ko kuchh extra paise diye jaayen to vah sab jaanakaaree yahaan par rahatee hai. Isake baad teesara deree ya delay hota hai aise kuchh kaaranon ke kaaran jo any hai jo na ki thekedaar jinake lie jimmedaar hai na hee maalik.

Aaiye ek udaaharan se ham yah samajhate hain maan leejie kisee sadak pariyojana hetu bhoomi adhigrahan hona hai (land acquisition) hona hai aur usamen deree ho rahee hai. Ab aamat: aap maanenge ki yah deree owner ke kaaran ho rahee hogee to aisee condition par ham thekedaar ko jimmedaar nahin thahara sakate hain. To is prakaar kee jo jaanakaaree hai vah likhee rahatee hain ki agar maalik ke kaaran kisee bhee prakaar kee deree ho rahee hai to usake lie thekedaar jimmedaar nahin hai.

Vaheen ek aur udaaharan leejie maan leejie ki ek aisee pariyojana hai jahaan kaarakhaane ke truss aur roof ke nirmaan ke pahale equipment ka erection kiya jaana hai. Ab jo upakaran kee khareedee hai aur usaka jo nirmaan hai purchase on installation hai usamen kisee kaaran se deree ho rahee hai, jisase civil ka jo kaary hai vah bhee poora hone mein deree ho rahee hai ab aap sochie is prakaar agar deree ho rahee hai to isake lie kaun jimmedaar thaharaaya jaega? Aap kah sakate hain ki yah to thekedaar kee galatee huee to thekedaar jimmedaar hona chaahie, ho sakata hai anubandh kuchh is prakaar bana ho jahaan par upakaran kee jo khareedee hai vahaan maalik ne kaha ki vah khud khareed ke denge ab ham yah kah sakate hain ki agar maalik khareedane vaale the to yah deree maalik ke kaaran ho rahee hai to civil

thekedaar kee koe galatee nahin hai. To is prakaar kee sabhee jaanakaariyaan sahee samay par ek anubandh mein likhee hon ki kya kisakee jimmedaaree rahegee to agar ek achchha anubandh hai to usamen yah jaanakaaree likhee rahatee hai ki kya kaary kisake scope mein hai, kis kaary ke lie thekedaar jimmedaar hai, ki kaary ke lie maalik jimmedaar hai.

(Reference Time 17:41)

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**7. अप्रत्याशित घटना (Force majeure)**

- क्या-क्या शामिल है?
- सूचना की शर्तें (Terms for intimation)

**8. निरीक्षण (Inspection)**

- प्रेता की जानकारी (Purchase)
- तृतीय पक्ष (third party)
- कहाँ और कब (Where and when)
- व्यय (Expenses)

**9. बीमा (Insurance)**

- जोखिम एवं जिम्मेदारी कवरेज (Coverage of risk & responsibility)
- शब्दावली (Terminology)
- दुर्घटना/लापरवाही का दायित्व (Liability due to accident/negligence)
- प्रीमियम राशि- सामान्य एवं विस्तार (Premiums – normal & extension)

**10. अनुबंध का समापन (Completion of contract)**

- आपूर्ति - निर्माण - परीक्षण - कमीशनिंग - परीक्षण संचालन - वा कोई अन्य घटना (Supply – erection – testing – commissioning – trial operation or any other event)

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Ab ham agale bindu par badhate hain agala bindu hai apratyaashit ghatanaen. Maan leejie aisa kuchh hota hai jahaan par aisee ghatana ho rahee hai jisake baare mein poorv mein jaanakaaree hona mushkil hai. Maan leejie earthquake aa gaya ya ham sabane dekha covid-19 aaya, yah kuchh is prakaar ke bindu hai jo koe bhee pahale se nahin soch sakata tha. To is tarah ka ek clause force majeure ka clause har anubandh mein rahata hai usamen likha rahata hai ki aise kaun-kaun se kaary hain, aise kaun se acts of good ya aisee kya ghatanaen hain jo agar hotee hain to vah force majeure kahalaenge (apratyaashit ghatanaen) kahalaengee jisamen aisa maana jaega ki na hee thekedaar kee galatee hai na maalik kee galatee hai. Ek achchha anubandh mein yah sabhee jaanakaaree bahut achchhe se shaamil hotee hai isamen kae bindu hote hain. Udaaharan ke taur par aap kah sakate hain ki maan leejie agar earthquake aata hai ya maan leejie baadh aatee hai to ham kah sakate hain ki yah pahale se predict karana ya is cheej kee jaanakaaree hona mushkil tha to yah force majeure hai. Lekin maan leejie ki jo thekedaar hain vah footing ke lie gaddha khod rahe hain aur gaddha khodane mein bahut jyaada paanee nikalata hai ab yahaan par yah aisa point hai jahaan vivaad ho sakata hai kyonki maalik yah kah sakate hain ki yah to thekedaar ko hee dhyaan rakhana chaahie tha ki jab vah excavation karenge ya jab bhoomi khodenge to paanee nikal sakata hai to us paanee ko kis prakaar vah manage karenge yah thekedaar ko dhyaan dena chaahie tha. Lekin thekedaar yah bhee kah sakata hai ki hamen yah jaanakaaree nahin thee ki neeche teen meter neeche itana paanee nikalega. To agar ek achchha anubandh hai to vahaan par yah likha hoga ki agar excavation ke samay paanee nikalata hai to kya use force majeure maana jaega ya phir vah kisakee jimmedaaree hogee. Aamataur par paanee nikalana agar vah ek normal quantity mein nikal raha hai to vah force majeure nahin kahalaata hai. Isee ke saath-saath yahaan par yah jaanakaaree bhee rahatee hai ki agar kisee bhee tarah ka force majeure hota hai to usakee soochana kis prakaar dee jaegee aur kis samay tak dee jaanee chaahie.

Aage badhate hain agala jo clause bahut important hai vah hai nireekshan ka (inspection ka). Ek achchhe anubandh mein yah jaanakaaree hotee hai ki nireekshan kis prakaar hoga, kab hoga, kae baar yah bhee likha rahata hai ki aapako kuchh saamaan kisee vishesh kreta se hee lena hai koe specific purchaser hai usee se aapako lena hai. Kae baar yah likha hota hai ki ek third party rahegee jo inspection karegee ek achchha anubandh mein yah jaanakaaree bhee rahatee hai ki yah nireekshan kab aur kahaan hoga, kitane baar hoga aur isaka jo bhee kharch hai expenses hai vah kaun uthaayega is tarah kee sabhee jaanakaaree ek achchha anubandh mein rahana chaahie.

Phir aata hai insurance ka clause, insurance mein yah likha rahata hai ki jo bhee jokhim ya jimmedaaree hai usaka coverage kitana hona chaahie, usaka insurance kaun lega, usamen kya-kya shabdaavalee rahanee chaahie agar kisee kaaran se koe bhee durghatana jo laaparavaahee ke kaaran ho rahee hai to usaka daayitv kisaka hoga, jo bhee premium kee raashi hai insurance lene ke lie jo bhee premium hain vah kaun bharega aur agar kisee kaaran se project lambe समय tak chalata hai ya kisee kaary ke lie koe vistaar karana padata hai ya extension karana padata hai to kis prakaar insurance kee terms ko badala jaega yah sab jaanakaaree beema mein rahatee hai.

Isake baad ham chalate hain agale pahaloo par, agala pahaloo hai anubandh ka samaapan. Yahaan par vah sabhee jaanakaaree rahatee hai ki yah kaise maana jaega ki ek anubandh poorn ho chuka hai ya complete ho chuka hai ab aap samajhie ek anubandh vibhinn kaaryon ke lie kiya ja sakata hai, ho sakata hai usamen sirph supply kiya ja raha ho sirph aapoorti kee ja rahee ho to ham kah sakate hain ki yah anubandh ka samaapan jab ho jaega jab saamaan delivered ho jae, lekin ho sakata hai aisa ek anubandh ho jahaan par supply aur erection donon karanaa ho to ab yahaan likha jaega ki agar sab saamaan delivered ho jaata hai usake baad nireekshak ya usaka nirmaan bhee thekedaar ko hee karana hai, ho sakata hai usakee testing ya pareekshan bhee unheen ko karana hai, commissioning bhee unhe hee karana hai. Kuchh aise anubandh bhee ho sakate hain jahaan yah kaha jae ki usaka jo bhee pareekshan hai sanchaalan hai ya aisee koe bhee any gatividhi hai vah bhee thekedaar ko hee karana hai. To yah bahut jarooree ho jaata hai ki ek achchhe anubandh mein yah spasht roop se likha gaya ho ki jo hamaara thekedaar hai usakee jimmedaaree mein kya-kya aata hai, kya-kya kaary vah karenge aur kaun se kaary vah nahin karenge.

**(Reference Time 23:10)**



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### 11. निर्माण क्षेत्र की सफाई (Clearing of site)

- अतिरिक्त सामग्री (Extra material)
- पैकिंग सामग्री (Packing materials)

### 12. वॉरन्टी (Warranty)

- प्रारम्भ (Commencement)
- अवधि (Period)
- क्षेत्र/कवरेज (Scope/coverage)
- दायित्व (Liability)

### 13. परिसमाप्त क्षति (Liquidated damages)

- क्षतिपूर्ति (Compensation)
- परिभाषा, विस्तार एवं सीमा (Definition, extent and limit)

### 14. दण्ड Penalty

- क्षतिपूर्ति (Compensation)

### 15. समाप्त Closure

- अनुबंध पूर्ण होना (Contract completion)
- अनुबंध बंद करना (Contract closure)

Isake baad ek agala mukhy pahaloo aata hai ki jo hamaara nirmaan kshetr hai usakee saphaee kee jimmedaaree kisakee hai, to maan leejie koe project par koe atirikt saamagree bach jaatee hai ab yah atirikt saamagree ko kaun hataega ya is atirikt saamagree par kisaka maalikaana hak hoga is tarah kee jaanakaaree yahaan dee hotee hai. Aur to aur ho sakata hai ki jo bhee saamaan is project par aaya hai is nirmaan kaary mein use hua hai usakee kuchh packaging kee saamagree ho jise hataana jarooree hai to is tarah kee conditions ya details ek anubandh mein likhee hotee hain ki site ka jo bhee nirmaan kshetr hai usakee saphaee ka daayitv kisaka hai.

Aage aata hai warranty, warranty mein yah jaanakaaree rahatee hai kee warranty kab praarambh ho rahee hai, usaka commencement kab ho raha hai, warranty kitane avadhi kee hai, usaka period kya hai, warranty ka kshetr kya hai, warranty kya-kya kar karegee, kya coverage hai aur saath hee saath kya daayitv ya liabilities hain. Is prakaar kee sabhee jaanakaaree warranty mein dee gae hotee hai.

Isake baad ek aur mahatvapoor clause jo aamataur par ek kisee bhee nirmaan ke anubandh mein hota hai vah liquidated damages. Sabase pahale ham charcha karate hain ki liquidated damages kya hain? Maan leejie ki aap ek refinery ka nirmaan kaary kara rahe hain. Aur kisee kaaran se vah refinery ka nirmaan saal bhar late ho jaata hai ab jo bhee maalik hain us refinery ke vah aamataur par yah kah sakate hain ki hamaaree refinery se ho sakata hai karodon ka utpaadan hone vaala tha aur saal bhar mein ham vah utpaadan nahin kar pae iseelie aap hamen vah pooree raashi den, lekin aapaka tark yah bhee ho sakata hai ki ham jo nirmaan kaary kar rahe the usakee kul laagat laakhon mein hee thee, kul laagat hee karodon mein nahee thee to ham aapako kis prakaar itana haee amount ya itanee badee raashi den. In sabhee vivaadon se bachane ke liye ek liquidated damages ka clause hota hai. Is clause mein likha hota hai ki kisee bhee kaaran se maan leejie project agar late hota hai ya nirmaan kaary kisee kaaran se late hota hai to kitana compensation diya jaayega usakee paribhaasha, usaka vistaar aur usakee seema is prakaar kee sabhee jaanakaaree nirmaan kaary shuroo hone ke pahale hee anubandh mein likh dee jaatee hai. Isase phayada yah hota hai ki jo maalik hai use yah samajhaana nahee padata hai ki usaka kitana nukasaan hua aur jo hamaara contractor hai use yah pata hota hai agar kisee kaaran se kaary mein deree hotee hai to use kitana compensation dena hoga. Liquidated damages ek bahut hee important clause hai jo har ek achchhe anubandh mein rahata hai.

Aaiye ab ham agale clause par badhate hain jo hai penalty ka, penalty mein yah jaanakaaree rahatee hai ki kitana compensation diya jaayega agar koe bhee aisa kaary hai jo anubandh ke anusaar nahee hua hai. Is prakaar kee sabhee jaanakaaree yahaan par rahatee hai. Isake baad aata hai closure (samaapan). To yahaan par aata hai ki kisee bhee anubandh ko poorn hua kab maana jaega, kab yah kaha jaayega ki ek anubandh poorn ho chuka hai, saath hee saath use poorn karane ke liye ya band karane ke liye kya gatavidhiyaan hain jinaka hona anivaary hai taaki yah maana ja sake ki haan yah contract ya anubandh poorn ho chuka hai is prakaar kee sabhee jaanakaaree yahaan par rahatee hai. Ho sakata hai ki maalik chaahate hon ki poora inspection ek third party se karaaya jaaye jab third party santusht ho usake baad hee aisa maana jaayega ki anubandh poorn ho chuka hai aur use band kiya jaana chaahiye to yah jaanakaaree yahaan par likhee hogee jisamen likha hoga ki jo bhee nirmaan kar raha hai use kaary poorn hone ke baad ek third party ko bulaana hoga, third party ke saath poora nireekshan karaana hoga aur jab vah third party santusht ho jaayegee usake baad hee anubandh ko poorn kiya jaayega aur saath hee saath unaka jo bhee payment hai vah kiya jaayega.

(Reference Time 27:48)

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**16. विवाद समाधान (Dispute resolution)**

- मध्यस्थता/समझौता (Mediation /conciliation)
- विवाचन एवं सम्बंधित मुद्दे (Arbitration and related issues)
- न्यायिक क्षेत्राधिकार: अपील हेतु न्यायालय (Jurisdiction courts of appeal, etc.)

नमो भगवते वासुदेवाय

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Usake baad ek aur jo mukhy bindu hai jo ek achchhe contract mein rahata hai vah hai vivaad ka samaadhaan kis prakaar kiya jaayega. Agar kisee bhee prakaar ka vivaad hota hai to usaka samaadhaan kis prakaar se karenge, madhyasthata karenge ya samajhauta karenge, mediation karenge, conciliation karenge ya phir arbitration karenge ya phir ho sakata hai ki nyaayapaalika ke paas jaayenge ya court ke paas jaayege kis prakaar se kisee bhee vivaad ka samaadhaan kiya jaayega us prakaar kee jaanakaaree bhee ek achchhe anubandh mein rahatee hai. Dispute resolution (vivaad samaadhaan) ek bahut hee important aspect hai aane vaale lecturon mein ham discuss karenge ki kis prakaar disputes ya vivaad ko avoid kiya ja sakata hai aur agar koe vivaad hota hai to kis prakaar ek madhy raasta ya samajhauta nikaala ja sakata hai taaki hamen court ke paas ya nyaayapaalika ke paas na jaana pade. Is prakaar ke vibhinn pahaloo ki dispute resolution kis prakaar hota hai aur kya kya options hain, kya-kya tareeke hain is par ham aage aane vaale lecture mein charcha karenge.

Aaj hamane dekha ki kisee bhee anubandh mein is prakaar ke bindu rahane se ham sunishchit karate hain ki kaary achchhe se poorn ho koee bhee nirmaan kaary hota hai, ho sakata hai ki kuchh special conditions ya kuchh naee jaanakaaree hon jinhen anubandh mein laana jarooree ho to vah jaanakaaree bhee anubandh mein jodee jaatee hai. Kae baar aisa bhee hota hai ki kuchh jaanakaaree kee jaroorat na ho vah already pata ho to us prakaar kee jaanakaaree ko anubandh se kam bhee kiya ja sakata hai.

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Yah kuchh upayogee pustaken hain jinhen aap dekh sakate hain. Aaj ka lecture ham yaheen samaapt karenge.

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:: धन्यवाद ::

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Dhanyavaad!