

GOVERNMENT OF PUNJAB
WATER RESOURCES DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER, SAS Nagar,
Drainage Cum Mining & Geology Division, WRD Punjab
<http://eproc.punjab.gov.in>

E-tender Notice No. 81/ Desilting Tiwana /2026-27 dated 29.04.2026.

The Department of Water Resources (Drainage Division, SAS Nagar) Punjab invites online bids for the following work through the website <http://eproc.punjab.gov.in>

Sr.No.	Name of Work	"Flood Protection and Restoration of Carrying Capacity by Desilting of Ghaggar River at Village Tiwana (RD 33500 Downstream of Causeway"
1	Tender executing division	Executive Engineer / SAS Nagar, Drainage Cum Mining & Geology Division, WRD Punjab.
2	Estimated Quantity (CFT)	51,28,481 CFT
3	Earnest Money (in Rs.)	5,00,000/-
4	Tender Form Cost (in Rs.)	5,000.00
5	Total Qty to be Desilted (CFT)	51,28,481 CFT
6	Ceiling Volume (Maximum Volume Share to be Retained by Bidder CFT)	46,15,633 CFT

Important Dates / Time:

1.	Start of Sale of Tenders	30.04.2026	10:00 hrs
2.	Closing of Sale of Tenders	14.05.2026	12:00 hrs
3.	Pre-Bid Meeting (online)	NA	NA
4.	Opening of Technical Bid	14.05.2026	14:00 hrs
5.	Opening of Financial Bid	1 day after evaluation of technical bid	

Cost of tender form is Rs. 5000/-. For detail terms and conditions refer to the above website. Corrigendum and Addendum, if any, will be published on website only.

Sd/-

Executive Engineer / SAS Nagar,
Drainage Division, Water Resources Department, Punjab

BACKGROUND AND INTRODUCTION

1. Primary Objective: Flood Alleviation and Waterway Restoration

The Water Resources Department, Punjab, is the custodian of an extensive network of drainage channels, rivers, khals, and waterways that span the State of Punjab. These waterways serve as the primary arteries for the evacuation of storm water, regulation of flood flows, and the maintenance of drainage equilibrium across agricultural and habitation zones. The Department is entrusted with the twin mandate of providing protection against flooding and ensuring the unimpeded carrying capacity of the State's drainage infrastructure.

Over the decades, these drainage channels and waterways have experienced progressive and significant siltation and sedimentation primarily due to flood years of 2019, 2023 and 2025. This accumulation of silt, soil, and riverbed material caused by natural tidal deposition, upland soil erosion, agricultural runoff, and the natural dynamics of river morphology has substantially reduced the hydraulic carrying capacity of these channels. The consequence is a growing and recurrent risk of:

- i. Inundation of agricultural land and habitation areas during the monsoon season;
- ii. Waterlogging and drainage congestion in rural and peri-urban zones;
- iii. Damage to crops, property, and public infrastructure due to the spilling of waterways;
- iv. Disruption of internal navigation and the movement of local communities.

It is unequivocally stated that the desilting/dredging work covered under this Standard Bidding Document (SBD) is undertaken solely in the public interest, for the purpose of flood alleviation, restoration of waterway carrying capacity, and the protection of lives, livelihoods, and agricultural land. This work does not constitute a commercial extraction activity. The Government of Punjab, through the Water Resources Department (Drainage Division), is not seeking any financial or commercial gain from the execution of this work.

2. Context and Rationale for the “No Cost to Government” Model

The Government of Punjab recognises that conventional desilting contracts wherein the Government bears the cost of machinery, labour, and execution place a significant financial burden on the State exchequer. Given the scale of the desilting requirement across Punjab's drainage network, the volume of accumulated silt, and the urgency of flood prevention measures, the Department has determined that an innovative and fiscally responsible model of contract execution is both necessary and appropriate.

Accordingly, the Department adopts the “No Cost to Government / Volume Share” model of procurement, Under this model:

- The contractor bears the entire cost of desilting operations, including deployment of machinery, vehicles, manpower, statutory levies, cess, transportation, and all statutory obligations.
- In consideration for the right to execute the work and to retain and utilise the desilted material, the contractor offers to share a defined volume of the desilted material (in cubic feet) with the Water Resources Department.
- The bidder retaining the lowest volume share (in CFT) for himself i.e., offering the highest volume share to the Department is declared as the L1 (preferred) bidder and is awarded the contract.

- The Government of Punjab incurs zero financial cost for the execution of the desilting work. The public objective restoration of waterway capacity and flood protection is achieved without any expenditure from the State exchequer.

This model aligns with the broader policy direction of Government to leverage the commercial value of desilted material (silt, soil, and earth) to attract qualified contractors who will execute socially critical works at their own cost, while ensuring that the State receives the maximum possible share of the excavated material for use in embankment strengthening, land development, and community infrastructure works as directed by the concerned Executive Engineer. If any material is left the same maybe disposed of by the department through a separate disposal plan prepared by the concerned executive engineer as mentioned below:

DISPOSAL AND ENVIROMENTAL MANAGEMENT PLAN

I. Purpose and Scope

- a) Disposal and environmental management plan define the obligations of the Employer and the Contractor regarding handling, utilisation and disposal of desilted / excavated material generated under this Contract.
- b) These clauses apply to all desilting / dredging works undertaken for maintenance, upkeep and disaster management in line with NFSM and relevant NGT orders

II. Departmental Share and Priority Use

a) Ownership

- i. All desilted / excavated material shall, on removal, vest in the Engineer in charge, unless otherwise stated in the Bid Data Sheet.

b) Priority Utilisation and Transport

- i. The desilted material is to be utilised for departmental works (embankments, flood protection, canal banks, roads, etc.) at the locations: **as decided by the Engineer In-charge up to 5KM.**
- ii. The Contractor shall, at its own cost, load and transport the desilted material directly from the work site to such utilisation sites as directed by the Employer.
- iii. The excavated Materials that cannot be utilized immediately by the department shall be stored at a location finalized by the department within a radius of 5 km from the desilting site. The associated costs shall be borne by the bidder. In case, the stockyard is not available within 5 km, then the lead greater than 5 km will be paid to the bidder on Punjab CSR rates.
- iv. Utilisation sites (RD of bundh/canal/drain) and approved stockyard locations (village, tehsil, block, district, coordinates) shall be listed in the Contract and communicated in writing by the engineer-in -charge.

III. Stockyard and Storage Management

a) Location

- i. Stockyards shall not obstruct natural drainage or cause contamination of water bodies or damage to nearby flora and fauna, as per NFSM safeguards
- ii. The Contractor shall be fully responsible for the stocking, heaping, maintenance, fencing, security, and guarding of all departmental material stored in the stockyard. The Contractor shall also bear all expenses related to such activities, including any other incidental costs, as directed by the concerned Engineer-in- charge. This responsibility shall continue throughout the time the contract is live.

- b) Handling and Storage
 - i. Desilted material shall be transported to stockyards in a controlled manner, avoiding spillage into water bodies and public roads.
 - ii. Basic records shall be maintained for each stockyard: location, type and approximate quantity of material, date of deposition and subsequent lifting by employer.

IV. Environmental and Social Safeguards

- a) Desilted material shall not be used for filling wetlands, water bodies, oxbow lakes or similar features.
- b) Disposal, stockpiling and transport shall not cause contamination of water bodies or adverse impact on flora, fauna or nearby habitations

V. Clearances and NOCs

- a) For disposal sites (stockyards or direct disposal areas), prior NOC shall be obtained from the State Pollution Control Board (SPCB) by the engineer in charge.
- b) Where forest land, protected areas or eco-sensitive zones are involved, applicable Forest, Wildlife and Environment Clearances shall be obtained by the engineer in charge n before any activity.

VI. Technical Assessment and Documentation

- a) Quantity and Quality Assessment
 - i. Pre- and post-work surveys (cross-sections, bathymetry, drone survey, etc.) shall be used to estimate the volume of desilted material by the concerned executive engineer.
 - ii. Material shall be tested / assessed for suitability for various uses (embankments, roads, concrete, brick making, etc.) as per relevant standards before tendering process.

VII. Procedure for Departmental Utilization

- a) Identification of Needs:
 - i. Engineer- in - charge shall periodically assess requirements for material in ongoing and proposed departmental works during desilting works execution phase in case the desilted material is dumped in stockyard.
 - ii. Matching of available stocks with works shall be done before considering auction or external disposal.
- b) Issue of Material
 - i. Material from stockyards shall be issued to departmental works based on written requisition and approval of the competent authority.
 - ii. Issue registers shall record quantity; destination work and date of lifting.

VIII. Procedure for Auction / External Disposal

- a) Preconditions: Auction / external disposal may be considered only when:
 - i. Departmental needs have been met or planned within reasonable time; and
 - ii. This Activity is consistent with NFSM and NGT directions and is not a substitute for commercial mining in rivers

IX. Monitoring and Compliance

a) Field Monitoring

- i. Executive Engineers / Sub-Divisional Officers shall monitor compliance with these guidelines at work sites, stockyards and disposal sites.

b) Record Keeping and Reporting

- i. Engineer- in – charge shall maintain complete records: DPRs, approvals, NOCs, survey data, stock registers, auction details, lifting details and inspection reports.

X. Prohibited Practices

The following are strictly prohibited:

- i. Desilting / dredging operations undertaken primarily for commercial mining of sand / gravel under the cover of maintenance.
- ii. Disposal or dumping of material into water bodies, wetlands, forest areas or private land without consent and clearances.
- iii. Extraction beyond approved quantities or outside approved reaches / stockyards.

3. Description of the Work and Departmental Objective

The Water Resources Department (Drainage Division) proposes to undertake desilting/dredging of drainage channels, waterways, and associated water bodies at sites identified by the concerned Drainage Division. The Detailed Project Report (DPR) for each site, as approved by the competent authority, sets out the total area of material to be excavated, the design section/profile of the channel, the site boundaries, and the depth of excavation permissible.

The desilting work will restore the design carrying capacity of the drainage channel, thereby:

- i. Alleviating recurring flood risk in the command area;
- ii. Preventing waterlogging and drainage congestion in agricultural and habitation zones;
- iii. Restoring the hydraulic gradient and flow velocity in the channel to design parameters;
- iv. Strengthening embankments and low-lying banks through utilisation of the shared volume of desilted earth, as directed by the Engineer-in-Charge.

The Department emphasises that the extraction and utilisation of desilted material by the contractor is incidental to, and in service of, the primary objective of flood alleviation and waterway clearance. The contractor shall execute all work strictly within the demarcated site boundaries and to the depth specified by the Engineer-in-Charge. Any extraction beyond the permitted depth or boundary shall be treated as an unauthorised act and shall invite legal action, cancellation of contract, blacklisting, and forfeiture of security.

INFORMATION TO THE BIDDERS (ITB)

1. Name of Work: The Department of Water Resources, Punjab (Drainage Division, SAS Nagar) invites online bids for the following work:

Sr.No.	Name of Work	i) Estimated Quantity (CFT)
		ii) Earnest Money (in Rs.)
		iii) Tender Form Cost (in Rs.)
		iv) Total Qty (CFT)

		v) Ceiling Volume (Max. Volume Share to be Retained by Bidder) (CFT)
1	"Flood Protection and Restoration of Carrying Capacity by Desilting of Ghaggar River at Village Tiwana (RD 33500 Downstream of Causeway"	i) 51,28,481 CFT ii) 5,00,000.00 iii) 5,000.00 iv) 51,28,481 CFT v) 46,15,633 CFT

2. Earnest Money:

- Rs.5 Lakhs for notional bid value (calculated @3/cft of bid volume) up to Rs. 2 Crore.
- Rs.10 Lakhs for notional bid value (calculated @3/cft of bid volume) more than Rs. 2 Crore.

(In the form of online deposit only at <https://eproc.punjab.gov.in>.)

Without EMD in appropriate shape, the tender will be summarily rejected.

3. Cost of Tender Form: Rs. 5000/- (non-refundable) as online deposit at <https://eproc.punjab.gov.in>

4. Tender Form: Tender form is to be downloaded from the website <https://eproc.punjab.gov.in> by eligible bidders.

5. Important Dates / Time:

1.	Start of Sale of Tenders	30.04.2026	10:00 hrs
2.	Closing of Sale of Tenders	14.05.2026	12:00 hrs
3.	Pre-Bid Meeting (online)	NA	NA
4.	Opening of Technical Bid	14.05.2026	14:00 hrs
5.	Opening of Volume Bid	1 day after evaluation of technical bid	

6. Tenders in any other form except E-tendering shall not be accepted.

7. The sale of tender documents, deposit of earnest money and submission of bid document will be carried out online through <https://eproc.punjab.gov.in> only.

8. Earnest money and bid document cost will be tendered by the contractor/Agency only through E-MODE (E-Banking) from the account of the prospective bidder only.

9. The tenders will be submitted online up to the specified hours on the specified date, and tenders will be opened on date at the specified time.

10. If any bidder is blacklisted by any of the Punjab State Government departments or any other governing body of Punjab State, such a bid is liable to be rejected.

11. The allotted time for the works will be 45 Days.

12. The successful bidder may in writing request for time extension citing proper reasons/justification. If such justification is found satisfactory, an extension of not more than 33% of the allotted completion time may be given by the concerned Superintending Engineer. Any further extension may be given by the Chief Engineer/Drainage for a duration as deemed fit.

13. The quantity of material to be desilted will be as per the Detailed Project Report (DPR) approved by the competent authority and attached to the bid. The Department will conduct a site survey after 50% execution and after completion of work in the presence of the contractor or his representative, and the excavated quantity shall be ascertained accordingly.

14. The bidder may undertake a site visit to the desilting site to ascertain the site conditions, location, site access/transport route, communication, weather, availability of power, and any other connected activities for satisfactory completion of the works. The bidder shall satisfy himself about the above aspects before submission of bid. No claim whatsoever shall be entertained later.

15. It is the responsibility of the bidder to assess all site parameters including land owner compensation to be given to land owners for the sites where desilting is to be carried out, and to make arrangements with other stakeholders for ensuring smooth passage to the site. All such costs shall be borne exclusively by the contractor.

16. The Government shall not be responsible for any loss to the bidder on account of reduction of site area or non-grant of permission for desilting by land owners in any part area or otherwise.

17. Following documents shall be submitted with the technical bid:

- Income tax clearance certificate / PAN copy.
- Partnership deed or Registration Certificate of the firm or Company, as the case may be.
- Power of Attorney as required under rules for joint venture.

18. The Financial Bid shall be submitted on a Volume Share basis. Bidders shall quote the volume of desilted material (in CFT) they wish to retain for themselves, out of the total desilted quantity. The bidder retaining the lowest volume share (i.e., offering the highest share to the Department) shall be declared L1 and awarded the contract, subject to the quoted retention volume not exceeding the Ceiling Volume.

19. A bid quoting a retention volume higher than the Ceiling Volume (maximum retention share) shall generally not be accepted. The bidder retaining the lowest volume (CFT) for himself thereby giving the most to the Department shall be awarded the contract as L1. No monetary payment is to be made to the Government by the contractor.

20. EMD deposited will be forfeited and the contract shall be offered to the next successful bidder (L2) at the volume share quoted by L1, if:

a) The successful bidder fails to furnish Performance Security shall be calculated based on 5% of the notional value (calculated @3/cft of bid volume) and shall be submitted within 3 days of issuance of Letter of Acceptance.

b) The successful bidder fails to sign the agreement within 7 days of issuance of Letter of Acceptance.

c) The successful bidder fails to commence work at site within 5 days of signing of agreement.

21. On submission of the Performance Security by the L1 bidder, the EMD deposited by him shall be refunded.

22. There is no monetary payment by the contractor to the Government. The contractor shall execute the desilting work entirely at his own cost and shall deliver the agreed Volume Share (V CFT) to the Department as per the Milestone-based Obligations Schedule in Annexure A. The contractor retains the remaining desilted material subject to compliance with applicable statutory levies.

23. An agreement shall be signed between the Division under whose jurisdiction the desilting site falls and the successful L-1 bidder.

24. The successful bidder shall ensure installation of online cameras at critical points of the site as deemed fit by the Engineer-in-Charge before commencement of work at site.

25. The Successful bidder will install red-coloured boundary pillars at a spacing not more than 50 feet all along the KML boundary of the site before start of work and maintain them throughout the completion of work.

26. The successful bidder shall ensure presence of an authorized person at the work site during working hours. Such an authorized person shall be competent to carry out instructions conveyed to him by the Engineer-in-Charge or an authorized officer.

27. The successful bidder shall comply with all statutory provisions under all Acts, Rules and Regulations prevalent in the state of Punjab.

28. Site Working Hours

The Contractor shall restrict all desilting and related machinery operations strictly between days hours between sunrise and sunset.

29. During the monsoon season from 1st July to 30th September, desilting operations may be allowed only at the discretion of the Engineer-in-Charge. Desilting operations shall immediately cease in any section of the site where the water level in the creek or waterway runs over the desilting site/working area. Work at the affected section shall only resume after: (a) The water level has sufficiently receded, as determined by the Engineer-in-Charge; (b) A joint reassessment is carried out by the Contractor and the Engineer-in-Charge to verify and quantify the remaining material to be desilted; (c) Written clearance for resumption of work is issued by the Department.

30. In case of serious violations such as non-performance, fraud, misrepresentation, failure to follow safety/environmental norms, or repeated contractual defaults, the Department of Water Resources reserves the right to blacklist the contractor from participating in future tenders of the Water Resources Department for a period of up to 3 years. The contractor shall also be liable to be reported to the competent authority for further disciplinary action as deemed appropriate. Additionally, the contractor's performance security and EMD, if any, deposited for this work would also be forfeited by the Department.

31. The successful bidder shall be bound to carry out desilting activity only within the area demarcated by the boundary pillars and only up to a depth as specified by the Engineer-in-Charge.

Any violation of these conditions will automatically trigger legal action under the law apart from cancellation of tender, blacklisting and forfeiture of security amount.

32. The Contractor shall at its own cost make all suitable arrangements for electricity, water supply, storage of material, electric connection, machinery, watch and ward, fencing and display board showing the details of site for information of the general public.

33. All expenses including but not limited to machinery, labour, statutory levies, cess, transportation, land owner compensation and statutory levies shall be borne exclusively by the contractor. The Government incurs zero cost for the execution of this contract.

34. Contractor will be responsible for any loss of material/machinery damage as a result of flood or any other natural calamity/act of God. Department will not be responsible for any compensation as a result of such damage; the contractor shall be liable to set right such damage at his own risk and cost, within the time frame set by the Engineer-in-Charge.

35. The contractor shall not be entitled to any compensation for any temporary suspension of work, regardless of the reason. However, an extension of time for completion may be granted as provided under Clause 13.

36. If any dispute arises regarding the execution of the work or the interpretation/application of any term or condition of the NIT, it shall be referred to the Chief Engineer/Drainage. Within fifteen (15) days of receiving such notice, the Chief Engineer/Drainage shall provide the bidder with a list of three officers drawn from the panel of mediators approved by the Government of Punjab, none of whom have been directly associated with the work under this concession. The bidder shall, within ten (10) days of receiving the list, select one officer and communicate the name to the Chief Engineer/Drainage. That officer shall then be appointed as the sole mediator.

37. All disputes are subject to the jurisdiction of Civil Court at the district concerned; in case the dispute remains unresolved by the mediation process, the court at **SAS Nagar** district will have jurisdiction to deal with the same.

38. Any clause not included in the DNIT but subsequently mutually accepted will be part and parcel of the terms and conditions. Further, any specification not in conformity with the requirement but subsequently mutually accepted may also be part and parcel of the terms and conditions.

39. If any bidder suppresses any fact in the tender and subsequently it is unearthed, their tender will be rejected and necessary action including total forfeiture of EMD/Security money, rescission of agreement, cancellation of supply order, and barring from participation in future tenders for next three years will be taken against them.

40. Bidder or his authorized representative must himself attend during negotiation/collection of any material/meeting/collection of EMD or security deposit/as and when asked by the tendering authority along with photo/address proof of identity submitted with the tender. If bidder or his authorized representative fails to maintain direct contact with the tendering authority, the bidder will be blacklisted and EMD/SD will be forfeited.

41. Right to Accept/Reject the Bid: Tendering authority reserves the right to accept or reject any Bid and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

42. Any excavated material left at the worksite after one month from the date of completion of work shall become the property of the Water Resources Department and no compensation shall be made to the contractor for such material.

43. In case of delay in achieving volume-share milestones as per the schedule in Annexure A, a penalty equivalent to the applicable rate per CFT of shortfall may be levied by the Department.

44. The pre-bid meeting will be held online as per the schedule mentioned in the pre-bid document.

45. During execution of work, competent authorities of WRD will be free to visit the site, and any suggestions/instructions/recommendations given by such authorities will be strictly adhered to by the Contractor/Agency.

46. Details of Land where Desilting is to be Done:

Land Details where Desilting is to be Carried Out (Khasra No.s)				Type of Land (Govt owned / Private / Govt owned but Gardawri on Private Name)	Total Area
Distt	Tehsil	Village	Khasra No.	Detailed Khasra nos is Either private or Shamlaat	12.70 acres approx..
S.A.S. Nagar	Derabassi	Tiwana	253,469,410,409,408,407,406,418, 419,405,404,402,134,122,121,102, 403,120/1,103,104,105,106,108,109, 115,116,111,112,113 Note- There is no Forest Land		

47. Contractors defaulting on extracted volume sharing as per the schedule, terms and conditions defined under agreement of already allotted desilting work, shall not be eligible for this work.

48.. In cases where the work site falls within land classified as Reserved Forest/Forest Land, the NOC/Forest Clearance shall be applied for by the Water Resources Department through the PARIVESH Portal (MoEF&CC). All statutory processing fees, compensatory levies, and charges associated with such Forest Clearance shall be borne by the Department.

49.Delay attributable to processing of Forest clearance shall be treated as Departmental hindrance and shall be considered for extension of time, without any financial claim against the Department.

50. The contractor must transport all desilted material at their own cost from the work site to designated utilisation locations (such as embankments, flood protection works, canals, or roads) as directed by the Engineer-in charge. If the material cannot be immediately used, it shall be transported to a stockyard identified by the Engineer-in-Charge within a radius of 5 km from the desilting site. The associated costs shall be borne by the bidder. In case, the stockyard is not available within 5 km, then the lead greater than 5 km will be paid to the bidder on Punjab CSR rates.

51. The contractor is fully responsible for the proper stocking, maintenance, fencing, security, and safeguarding of the stored material at the stockyard etc. bearing all associated and incidental costs until the contract is live.

52. In case of two or more identical bids, the successful bidder shall be selected by draw of lots to be held by concerned Executive Engineer.

SALIENT POINTS OF TENDER

1. Enclosures/Complete Tender: The following valid and duly attested documents shall be submitted along with the tender:

- (i) Signed Tender Form – Submission of a signed tender form is mandatory. Bids without a tender form shall be rejected.
- (ii) GST Registration Certificate.
- (iii) PAN Card and Aadhaar Card.
- (iv) Earnest Money Deposit (EMD).
- (v) Proof of Payment of Tender Form Cost.
- (vi) Any other document required under site conditions or as mandated by law.

2. Guidelines for Bidders:

- (i) Tender Form Download: Eligible bidders may download the tender form from <http://eproc.punjab.gov.in>. Any subsequent corrigendum will be available only on the website. Bids must be submitted online within the stipulated time. No bid shall be accepted after the prescribed date and time.
- (ii) Review of DNIT: Bidders are required to thoroughly review the specifications, terms, and conditions contained in the DNIT.
- (iii) Signing of Documents: Each page of the tender form must be duly signed by the bidder.
- (iv) EMD and Tender Fee: The Earnest Money Deposit (EMD) and the cost of the tender form shall be deposited separately through online mode only at <http://eproc.punjab.gov.in>.
- (v) Document Submission: Attested copies of all required documents must be kept ready for submission.
- (vi) Bidder's Sheet: Each item/point in the bidder's sheet must be duly filled in by the bidder.
- (vii) Form of Financial Bid: The Form of Financial Bid (Volume Share Quote) must be duly filled by each bidder.
- (viii) Clarifications: Interested bidders may visit the office of the Executive Engineer, Drainage Division, during working hours on any working day before the final submission date for any clarification.
- (ix) Verification of Documents: At any stage of the tender process, bidders may be required to produce the original copies of the submitted documents for verification.

DECLARATION

I do hereby declare that I have personally gone through the relevant Notice Inviting Tender and understood all the clauses, specifications of tendered items, instructions of the DNIT and having been fully satisfied, I have quoted the volume share. This is further to certify that I have suppressed no facts in the tender which could debar me from participating in the tender. If it is revealed after opening of the tender that any fact has been suppressed by me, the tendering authority shall have the right to reject my tender along with other action against me as per terms and conditions of the tender. I do affirm that all the terms and conditions of DNIT are unconditionally accepted by me. I have no objection if any extra terms and conditions, mutually accepted by me and the Department, are incorporated into the agreement.

AND

I hereby declare that I have not been blacklisted or debarred by any Department, Agency, Corporation, Board, Co-operative Society, or any other institution funded wholly or partly by the State Government, on account of quality compromise or for any other reason in connection with similar works. I further declare that there is no ongoing litigation with any such authority as on the closing date of this tender. I also understand and agree that if, at any stage after the opening of the tender, it is found that the above declaration is false or misleading, my tender/contract shall be liable to cancellation, the deposited Earnest Money/Security Deposit shall be forfeited, and any other penalty as may be decided by the tendering authority shall be imposed upon me.

AND

I undertake to fulfil all statutory requirements as per the provisions of law for the works mentioned in serial No. 01 of District and I undertake to procure all necessary permissions from the concerned departments where Water Resources Department will only help in procuring such, and no claim of any sort will ever be raised by me against Water Resources Department for failing to obtain any such permission from other departments/Panchayats like Forest, NHAI, PWD, Fishery or any other State/Central Governing Body.

AND

I, the undersigned contractor(s) to whom desilting works have already been allotted, do hereby solemnly declare and affirm that I have fully complied with all provisions as per the prescribed schedule of material sharing, terms and conditions stipulated in the agreement(s) of the already allotted desilting works.

AND

I shall obtain, at his own cost and responsibility, all statutory permissions, clearances and No Objection Certificates (NOCs) required from concerned departments/agencies including but not limited to PWD, NHAI, Panchayat, Fisheries and any other State/Central authority necessary for execution of the work.

(Signature of Bidder) Full Name and Seal

BIDDER'S SHEET

Bidders are requested to provide the required information in this sheet. All points are not required for all bidders. They should select their relevant points and fill up accordingly. Other points, not related, may be marked as Not Applicable.

1. Name and detailed mailing address of the Bidder (Firm/Agency) who has participated in the tender along with phone, mobile no., Aadhaar card number (in case of any individual) and fax number with STD code and email.
2. PAN number of bidder:
3. Name of person (proprietor) who has signed the tender paper: Mobile, Phone, Fax No., email address:
4. Details of Earnest Money Deposit (amount, bank name, branch name, form of deposit, instrument no. and date):
5. Details of cost of tender form (amount, bank name, branch name, form of deposit, instrument no. and date):
6. Experience of bidder:
7. List of enclosures:
8. Any other information, if any:

GENERAL TERMS AND CONDITIONS OF TENDER

- 1) Eligibility of Bidder: As stated under Instruction to Bidder.
- 2) Enclosures with Tender: Bidder shall have to submit valid self-attested photo copies (whichever is/are applicable to the bidder) as stated under instruction of bidder. If any applicable paper is not enclosed with any tender, the tendering authority reserves the right to declare the incomplete tender as informal or may ask the bidder to submit the required documents after opening of tender. Besides this, the Department reserves the right to seek any additional information/document at any stage from the bidder after opening of the tender. Tender without earnest money and cost of tender form will be rejected on the opening table.
- 3) Tender Form: As stated on Page 1 of DNIT.
- 4) Mode of Tender Submission: Tender will be submitted online only at <http://eproc.punjab.gov.in> as a two-tier system. The eligibility criteria will be checked during technical evaluation and only eligible bidders will qualify for opening of the financial bid.
- 5) Pre-Bid Meeting: A pre-bid meeting which is optional to attend will be scheduled for clarifying any doubts, and the questions raised will be displayed online before the date of final submission of the tender.
- 6) EMD and Cost of Tender Form: Bidder must deposit the same as stated under instruction to bidder. No transfer of earnest money (Earnest Money or Security Deposit submitted earlier) will be allowed.
- 7) Validity of Bid: Bid volume quoted should remain valid up to completion of work.
- 8) Explanation/Clarification of Tender: If any bidder requires any explanation or clarification of any term or condition of the tender, it must be sought from the tendering authority before participation in the tender.
- 9) Agreement: Agreement will be entered into between the contractor and the Executive Engineer concerned.
- 10) Performance Security and Agreement: After issue of Letter of Acceptance, the successful bidder shall deposit Performance Security calculated @3/cft of bid volume in the form of FDR/Bank Guarantee within 3 days from the date of issue of the Letter of Acceptance and sign the formal agreement with the employer, failing which the deposited earnest money of the bidder will be forfeited to the full extent and the bidder will be declared blacklisted for the next three years.
- 11) Conditional Tender: Tenders with any condition will not be entertained and shall be rejected.
- 12) Dispute and Litigation: In case of any dispute arising out of the contract/purchase order, the mediation clause will be invoked. If not satisfied, the court at district will have jurisdiction to deal with the same and decide any legal matter or dispute whatsoever arising out of the contract/purchase order or tender.

13) Any clause not included in the DNIT but subsequently mutually accepted will be part and parcel of the terms and conditions. Further, any specification not in conformity with the requirement but subsequently mutually accepted may also be part and parcel of the terms and conditions.

14) If any bidder suppresses any fact in the tender and subsequently it is unearthed, their tender will be rejected and necessary positive action including total forfeiture of EMD/Security money, rescission of agreement, cancellation of supply order, and barring from participation in future tenders for next three years will be taken against them.

15) Bidder or his authorized representative must himself attend during negotiation/any meeting/collection of EMD/security deposit/as and when asked by the tendering authority along with photo/address proof of identity submitted with the tender. If bidder or his authorized representative fails to maintain direct contact with the tendering authority, the bidder will be blacklisted and EMD/SD will be forfeited.

16) Right to Accept/Reject the Bid: Tendering authority reserves the right to accept or reject any Bid and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

FORM FOR FINANCIAL BID – VOLUME SHARE QUOTE

For Work of Sr. No.: “.....”

Description	Total Quantity to be Desilted (CFT)	Ceiling Volume (Maximum Retention by Bidder) (90% of Total Qty) (cft)	Volume Share to be Retained by Bidder as per Clause 18 of ITB (cft)
Desilting Contract for site as per the approved DPR	 CFT	 CFT	(To be filled by bidder)

NOTES:

1. The bidder must quote a retention volume (CFT to be kept by bidder) equal to or less than the Ceiling Volume specified above. Any bid quoting a retention volume above the Ceiling Volume shall be rejected.
2. The bidder retaining the Lowest Volume Share (CFT) for himself thereby delivering the highest share to the Department shall be declared L1 and awarded the contract.
3. No monetary payment is to be made to the Government. The contract is on a “no cost to Government” basis. All expenses including machinery, labour, statutory levies, cess, transportation and land owner compensation shall be borne by the contractor.
4. The quantity as per the DPR shall be verified by the bidder before bidding for the site. It will be the sole responsibility of the bidder to quote the volume share keeping in mind all parameters including land owner compensation and other stakeholder arrangements.
5. The contractor shall retain the remaining desilted material (Total Desilted Quantity minus Volume Share delivered to Department) subject to compliance with applicable cess, and all statutory rules.
6. All statutory levies, cess, and applicable taxes are the exclusive responsibility of the contractor.

ANNEXURE A

MILESTONE-BASED OBLIGATIONS SCHEDULE

This Annexure sets out the obligations of the Contractor in terms of desilting progress and delivery of the agreed Volume Share (V CFT) to the Department. The contract is executed at no cost to the Government.

Definitions:

- T = Total contract period in days (from date of signing of agreement)
- X = Total quantity of material to be desilted (in CFT) as per approved DPR
- V = Volume Share (in CFT) offered by L1 bidder to the Department (as quoted in Financial Bid)
- Remaining Material = (X – V) CFT, which the contractor may utilize/dispose of subject to statutory compliance

Milestone	Trigger Condition	Cumulative Desilting Progress (% of Total X CFT)	Cumulative Volume Share to be Delivered to Dept. (% of Bid Volume V)
M-1	Within 3 days of issuance of Letter of Acceptance	0% (Pre-mobilisation)	Performance submission + Security mobilisation confirmation
M-2	After T/5 days from date of agreement OR 20% excavation, whichever is earlier	20% of X	20% of V
M-3	After 2T/5 days OR 40% excavation, whichever is earlier	40% of X	40% of V
M-4	After 3T/5 days OR 60% excavation, whichever is earlier	60% of X	60% of V
M-5	After 4T/5 days OR 80% excavation, whichever is earlier	80% of X	80% of V
M-6 (Final)	After T days (completion)	100% of X	100% of V

Notes:

- (i) No Monetary Payment: The contractor makes no monetary payment to the Government at any milestone or at any time during the contract. The contractor's obligation is exclusively to deliver V CFT of desilted material to the Department as per the schedule above.
- (ii) Contractor's Costs: All expenses including machinery, labour, statutory levies, cess, transportation, land owner compensation and any other statutory or operational costs shall be borne exclusively by the contractor.

(iii) Performance Security: The Performance Security shall be calculated based on 5% of the notional value (calculated @3/cft of bid volume) and shall be submitted within 3 days of issuance of Letter of Acceptance.

(iv) Volume Shortfall: If the contractor fails to deliver the volume share at any milestone within the specified grace period of 3 days, a penalty may be levied by the Department at the applicable scheduled rate per CFT of shortfall.

(v) Milestone M-1 is strictly non-deferrable. The Performance Security and site mobilisation confirmation must be submitted within 3 days of issuance of Letter of Acceptance. Failure shall result in automatic cancellation of bid and forfeiture of EMD.

(vi) Contract Cancellation: In case the contractor fails to meet cumulative milestone obligations within 15 days after the applicable grace period, the contract shall be cancelled and penal action shall be initiated against the L1 bidder.

(vii) Remaining Material: The contractor retains the right to utilize, sell, or transport the remaining desilted material (X – V CFT) subject to full compliance with applicable statutory levies, cess, mining regulations, and all statutory rules.

(viii) The Engineer in charge shall prioritise and explicitly identify the desilted material designated for departmental works (including, but not limited to, embankments, flood protection works, canal banks) in the Contract documents, and formally communicate the same to the Contractor in writing

Penal Action Clause:

In case the contractor fails to fulfil milestone obligations within 15 days after the grace period, the contract shall be cancelled forthwith and penal action shall be initiated against the L1 bidder. The Performance Security and EMD shall stand forfeited.