

# Government of Punjab



## Department of Soil and Water Conservation, Punjab

Standard Bidding Document

**Detailed Notice Inviting Tender (DNIT) for  
Execution of Works on Procurement cum Labour  
Basis**

## DEFINITIONS AND ABBREVIATIONS

1. The **Government** or the **State Government** shall mean the Governor of Punjab.
2. **DSWC** means Department of Soil and Water Conservation, Punjab herein the Department executing the Project.
3. **CCS** means Chief Conservator of Soils Punjab, the head of DSWC and overall, in charge of the project.
4. **CS** means Conservator of Soils, supervising officer of Divisional offices as per jurisdiction.
5. **DSCO** means Divisional Soil Conservation Officer in-charge of Divisional office i.e., Executive Officer under whose jurisdiction work shall be executed.
6. The **Tendering Authority** refers to the officer inviting the bid and the **Departmental/Divisional Tendering Committee (DTC)** means the committee responsible for e-tendering process.
7. The term **Bidder** shall mean the individual or firm or company participating in the bidding process; besides also including the legal personal representative or the persons comprising such firm or company or the successor of such firm or company as well as the assignees of such individual or firm or company whose has tendered the bid.
8. The **Contractor, Firm or Company** are terms synonym of each other and refers to bidder(s) of this bid.
9. The **Contract** or **Agreement** means tender documents including the conditions, drawings, design and specifications, supplemented with instructions issued from time to time and acceptance of same by successful bidder(s).
10. The **Days and months** are calendar day and calendar months.
11. The **Bid/tender Validity** refers to period for which tender offer remains open for acceptance/rejection by bidder/tender authority.
12. The **Site** shall mean the land or other place on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allowed to be used for purpose of carrying out the contract.
13. The **Work Order** shall, be document issued to successful bidder upon acceptance of bid and submission of requisite documents by bidder.
14. The **Start Date** of work is deemed to be the date of issue of work order by competent authority.
15. The **Completion Time** is the time period provided in work order for completion of work.
16. The **Completed Works** shall mean, the work completed in all respects as per laid down specifications' drawings, approved DNIT and to entire satisfaction of officer concerned officer.

## INTERPRETATIONS

1. In interpreting this document singular means plural, male means female and vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.
6. Throughout these bidding documents, for inviting rates, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc) are synonymous.

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# **PART- I**

## **INVITATION FOR BIDS (IFB)**

**Government of Punjab**  
**Department of Soil and Water Conservation, Punjab**

**Invitation for Bids (IFB)**

On behalf of the Governor of Punjab, item rates/lump-sum rates are being invited for e-tender on 2-bid system, for Soil and Water Conservation Works as provided in margin below. The estimated cost of work also provided in margin include all taxes, duties, labour cess, GST, or other charges and levies etc.

Bid No.	<b>DSWC/HSP/2025-2026/10</b>	Dated	<b>04/Feb/2026</b>
Name of the Work	Construction of Stone Masonry Water Recharging and crate wire structures at Vill Labbar under Sub Division Talwara and at Vill Thana under sub division Hoshiarpur		
Estimated cost (Rs)	3150800	(In Words) Thirty One Lakh Fifty Thousand Eight Hundred Rupees Only	
Work Completion Tenure			

Form Fee (Rs)	1500	Processing Fee	As per e-proc portal
Earnest Money Deposit (Rs)	63016.00	(In Words) Sixty Three Thousand Sixteen Rupees Only	

Bid Closing Date & Time:	As per e-procurement portal
Technical Bid Opening Date & Time:	As per e-procurement portal
Financial Bid Opening Date & Time:	As per e-procurement portal
Bid Validity	30 days from acceptance of successful bidder

Office Inviting Bids/Bid Opening Office	Divisional Soil Conservation Officer, Hoshiarpur		
Phone Number	8968217665	Email Id	dsco.dswc.hoshiarpur@punjab.gov.in

**Please refer to BoQ/Financial Bid of this tender document for details of work**

For details please visit: <https://eproc.punjab.gov.in>

For participating in the above e-tender, the contractors shall have to get themselves registered with <http://eproc.punjab.gov.in> and get user ID and password. Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow, please contact NIC helpdesk numbers

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Divisional Soil Conservation Officer, Hoshiarpur

## **IMPORTANT NOTES**

1. Interested bidders can download the tender documents free of cost from <http://eproc.punjab.gov.in>
2. All payments regarding purchase of bid document and deposit of form fee, processing fee, earnest money shall be through online mode only (e-payment).
3. It is responsibility of the bidder to be well acquainted with e-procurement portal processes. e-proc help desk can be contacted for seeking any information.
4. The tendering authority is not responsible for any issue regarding uploading of bids/supporting documents/payment of fee online on e-tendering portal. No such claims what so ever shall be entertained.
5. The bidders are advised understand nature of work and go through the tender documents carefully. Bidders, can wish to seek any additional information regarding tender can visit concerned office for witnessing of original detailed estimates or drawings on any working day.
6. Bidders can access tender documents on the portal as per schedule mentioned, fill it and submit the completed bid document on the portal itself. Bidders/Contractors shall have to attach original scanned copies of all the documents as mentioned in eligibility criteria.
7. Corrigendum / Addendum / Corrections, if any, shall be published on the portal itself. No newspaper advertisement shall be released for the same.
8. No conditional bid shall be accepted.
9. The expenditure on this project will be met from the funds to be released to the Department by the Government of Punjab, Department of Finance or other sources. The Department of Soil and Water Conservation, Punjab shall not be responsible for non-release or delayed release of funds by the Department of Finance or other sources. No compensation/interest shall be paid for delayed payment.
10. The tendering authority reserves the right to modify, amend, supplement or recall this bid document keeping in view the necessity in implementation of the work or other administrative reasons.

**-sd-**  
Divisional Soil Conservation Officer, Hoshiarpur

## 1.1 PRE-QUALIFICATION CRITERIA

Basic Eligibility Criteria consists of General and Technical part herein called Technical Bid or Pre-Qualification Criteria and the bidder must meet these criteria in order to be eligible for the Financial Stage of the tender.

### A. General

Mandatory documents to be uploaded by all participant bidders

1. Proof of Nature of Firm (Individual/Partnership/Joint Venture/Consortium/Pvt Ltd//Ltd/Public sector/L&C Society) Registration Certificate of the firm/contractor as the case may be. Power of attorney as required under rule for Partnership/Joint venture/Consortium.
2. Proof of Permanent Account Number (PAN)
3. Registration under Punjab - Goods and Service Tax (Punjab-GST)
4. EPF registration certificate from Provident Commissioner. L&C societies with employee strength of less than 20 employees are exempted from EPF scheme. In such cases, they should submit an affidavit or EPF exemption certificate issued by the competent authority.
5. Declaration by Bidder.
6. Affidavit of not having been debarred/black-listed by any Govt. /Semi Govt. Organization/Corporation at any stage.

### B. Technical Eligibility

#### i) For Works upto Rs. 75.00 Lakh

S.No.	Documentary Proof to be uploaded
1	Proof of Enlistment in Class I/A, II/B, III/C or IV/D with Department of Soil and Water Conservation, Punjab or Department of Water Resources, Punjab or in any other Govt Department in State/Country in appropriate Class with amounting to similar or more than DSWC enlistment limit.
2	Bank Solvency of 40% of amount of tendered work from scheduled bank. Minimum 20 % of the solvency amount should be available in the form of capital or liquid assets or availability of credit facilities.
3	List of Essential Machinery on ownership/lease basis
4	List of Essential Technical Staff
5	Requisite Bid Capacity

#### ii) For Works upto Rs. 125.00 Lakh

S.No.	Documentary Proof to be uploaded
1	Proof of Enlistment in Class I/A, II/B or III/C with Department of Soil and Water Conservation, Punjab or Department of Water Resources, Punjab or in any other Govt Department in State/Country in appropriate Class with amounting to similar or more than DSWC enlistment limit.

2	Bank Solvency of 40% of amount of tendered work from scheduled bank. Minimum 20 % of the solvency amount should be available in the form of capital or liquid assets or availability of credit facilities.
3	Should have achieved a minimum annual financial turnover of 30% of value of tendered work in any one of the last three financial year. Last 3 years ITRs and Audited Statement of Accounts to be submitted as proof.
4	Should have executed and completed water resource or irrigation related works on order/agreement basis of upto 60% value of tendered work under any Govt. programme during last 3 years.
5	Proof of List of works executed and/or in progress with agreement cost. Copies of supply orders, completion certificates issued by their clients. Certificates signed by concerned office under whom the works were undertaken needs to be attached.
6	List of Essential Machinery on ownership/lease basis
7	List of Essential Technical Staff
8	Requisite Bid Capacity

**iii) For Works upto Rs. 250.00 Lakh**

S.No.	Documentary Proof to be uploaded
1	Proof of Enlistment in Class I/A or II/B with Department of Soil and Water Conservation, Punjab or Department of Water Resources, Punjab or in any other Govt Department in State/Country in appropriate Class with amounting to similar or more than DSWC enlistment limit.
2	Bank Solvency of 40% of amount of tendered work from scheduled bank. Minimum 20 % of the solvency amount should be available in the form of capital or liquid assets or availability of credit facilities.
3	Should have achieved a minimum annual financial turnover of 30% of value of tendered work in any one of the last three financial year. Last 3 years ITRs and Audited Statement of Accounts to be submitted as proof.
4	Should have executed and completed water resource or irrigation related works on order/agreement basis of upto 60% value of tendered work under any Govt. programme during last 3 years.
5	Proof of List of works executed and/or in progress with agreement cost. Copies of supply orders, completion certificates issued by their clients. Certificates signed by concerned office under whom the works were undertaken needs to be attached.
6	List of Essential Machinery on ownership/lease basis
7	List of Essential Technical Staff
8	Requisite Bid Capacity

**iv) For Works upto Rs. 500.00 Lakh**

S.No.	Documentary Proof to be uploaded
1	Proof of Enlistment in Class I/A with Department of Soil and Water Conservation, Punjab or Department of Water Resources, Punjab or in any other Govt Department in State/Country in appropriate Class with amounting to similar or more than DSWC enlistment limit.
2	Bank Solvency of 40% of amount of tendered work from scheduled bank. Minimum 20 % of the solvency amount should be available in the form of capital or liquid assets or availability of credit facilities.
3	Should have achieved a minimum annual financial turnover of 30% of value of tendered work in any one of the last three financial year. Last 3 years ITRs and Audited Statement of Accounts to be submitted as proof.
4	Should have executed and completed water resource or irrigation related works on order/agreement basis of upto 60% value of tendered work under any Govt. programme during last 3 years.
5	Proof of List of works executed and/or in progress with agreement cost. Copies of supply orders, completion certificates issued by their clients. Certificates signed by concerned office under whom the works were undertaken needs to be attached.
6	List of Essential Machinery on ownership/lease basis
7	List of Essential Technical Staff
8	Requisite Bid Capacity

**Note:** The successful bidder/contractor not enlisted with Department of Soil and Water Conservation shall have to get himself enlisted within a period of 3 months of date of award

### C. Essential Machinery

- i) For Works upto Rs. 125.00 lakh
  - Dumper/Tractor-Trolley- Minimum 1 nos
  - JCB /Poclain - Minimum 1 nos
  - Measuring and stacking equipment
  - Mechanical Concrete mixer with hoppers - Minimum 1 nos
  - Flexible pipe -Minimum-100 m
  - Dumpy level with leveling staves
- ii) For Works upto Rs. 500.00 lakh (More than Rs. 125.00 lakh and upto Rs. 500.00 lakh)
  - Dumper/Tractor-Trolley- Minimum 2 nos
  - JCB /Poclain - Minimum 2 nos
  - Measuring and stacking equipment
  - Mechanical Concrete mixer with hoppers - Minimum 2 nos

- Flexible pipe -Minimum-250 m
- Dumpy level with leveling staves

**D. Essential Technical Staff**

i) For Works upto Rs. 125.00 lakh

- One Degree/Diploma Civil Engineer with one year experience.
- One Site in-charge with minimum three-year experience

ii) For Works upto Rs. 500.00 lakh (More than Rs. 125.00 lakh and upto Rs. 500.00 lakh)

- One Degree/Diploma Civil Engineer with two-year experience
- One Site in-charge with minimum five-year experience

**E. Bid Capacity:**

The bid capacity of the prospective bidders will be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A * N * 2 - B)$$

where,

A = Maximum value of Similar work executed in any one year during the last five years

B = Total Value of existing commitments and on-going works

N = Number of years prescribed for completion of the Project/Work for which these bids are being invited. (e.g. 7 months = 7/12 year)

Rate of inflation may be taken as 8% per year

Note: The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion of the works should be signed by the Engineer-in-Charge, not below the rank of Divisional Soil Conservation Officer or Executive Engineer or equivalent, as applicable.

## 1.2 Prequalification Document Checklist

Name of the Work	Construction of Stone Masonry Water Recharging and crate wire structures at Vill Labbar under Sub Division Talwara and at Vill Thana under sub division Hoshiarpur
Estimated cost (Rs)	3150800
Tendering Authority	Divisional Soil Conservation Officer, Hoshiarpur

### Name of Work

S.No.	Particulars	Attached/Not Attached/Not Applicable
<b>General</b>		
1	Proof of Nature of Firm	
2	Permanent Account Number (PAN)	
3	Punjab- Goods and Service Tax Registration	
4	EPF Registration, if applicable	
5	Declaration by Bidder <b>(Form-1)</b>	
6	Affidavit of Not Blacklisted/debarred <b>(Form-2)</b>	
<b>Technical Eligibility</b>		
1	Proof of Enlistment in Relevant class	
2	Bank Solvency of Requisite Amount <b>(Form -3)</b>	
3	Proof of Annual financial turnover of 30% of value of tendered work in any one of the last three financial year. <b>(Form -4)</b>	
4	3 Year ITR and Audit Statement of Accounts to be uploaded.	
5	Proof of Execution and Completion. List of Works to be uploaded <b>(Form - 5)</b>	
6	Copies of Work orders/completion certificates of works undertaken.	
7	List of Essential Machinery <b>(Form - 6)</b>	
8	List of Essential Manpower <b>(Form - 7)</b>	
9	Requisite Bid Capacity <b>(Form - 8)</b>	

### 1.3 Rate Tender for Works

I/We hereby offer to execute for the Governor of Punjab, the work specified in Notice Inviting Tender as per the rate entered in the financial schedule/bid and in accordance with the specifications, design, drawings and instructions as referred to in this Detailed Notice Inviting Tender along with Clauses of Contract and as tendering authority instructions.

Memorandum

- a. General Description : As per notice inviting e-tender
- b. Estimated cost : As Provided in NIT
- c. Earnest money : Rs. (@2% of estimated cost)
- d. Performance Guarantee : Rs. (@ 5% of tender cost in the form of bank guarantee/pledged fixed deposit)

Amount to be deducted from Bills (As per conditions below)

- i. Retention/Security : Rs (@5% of each running bill)- Refundable
  - ii. TDS/Income tax : Rs (@1%, if payment made to Individual/HUF) and Rs (@2%, if payment made to other entity) from each bill.
  - iii. Labour Cess : Rs (@1%, from each bill)
  - iv. GST : Rs (@2%, from bills @ 1% SGST+1% CGST or 2% IGST)
  - v. Quality Control : Rs (@1% for works upto Rs. 125.00 lakh & @0.5% for works from Rs. 125.00 lakh to Rs. 500.00 lakh) from every bill
- e. Bid Validity/Acceptance : 1 month from the date of issue of AoC

I/we hereby agree to abide by and fulfill all the terms and provisions contained in the "Detailed Notice Inviting e-Tender" and/or in case of default thereto, forfeit and pay to Governor of Punjab or his successors in office, the sum of money mentioned in the said conditions.

I/We agree that the full value of Earnest money will be forfeited without prejudice to any other right or remedies, to the Governor of Punjab or his successors in office, should I/We

- (i) withdraw or modify my/our offer during the period of validity or
- (ii) fail to sign the submit requisite documents/submit consent after AOC or
- (iii) fail to commence the work within fifteen days of the issue of work order,

I/We agree that the action/penalty can be taken/levied which may even lead to termination of contract in case of breach of terms and provisions of this Detailed Inviting Tender read alongwith conditions of contract during execution of work.

The above offer is hereby accepted by me

Name of Bidder

e-sign/signed by bidder

-sd-

Divisional Soil Conservation Officer, Hoshiarpur

## **1.4 BID INSTRUCTIONS**

### **1. Scope of Bid**

- i. The Employer (named in Appendix to ITB) invites bids for the Projects and (as defined in these documents and referred to as “the projects”) detailed in the table given in IFB.
- ii. Before filling the bid, the contractor shall understand scope work and the conditions prevalent thereof especially regarding accessibility to the site, nature and extent of the ground conditions, working conditions, stacking of materials, installation of tools and plants etc. accommodation and movement of labour, supply of water and power for satisfactory completion of the work contract.
- iii. The successful bidder will be expected to complete the projects by the intended completion date specified in the Contract Data.
- iv. Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

### **2. Authority and Source of Funds**

- i. The Department of Soil and Water Conservation, Punjab is mandated to undertake such works under the Rules of Business, Government of Punjab.
- ii. The expenditure on this project will be met from the funds to be released time to time to the Department by the Government of Punjab, Govt of India or any other independent scheme/programme/project/source.
- iii. The tendering authority shall not be responsible for non/late release of funds from Government. No interest shall be payable on such late releases to the bidder.

### **3. Eligible Bidders**

- i. This Invitation for Bids is open to established and reputed contracting individuals/agencies/companies who fulfill the requirements laid down in DNIT.
- ii. All bidders shall provide, a statement that the Bidder is neither associated, nor has been associated, directly, or indirectly, with the tendering authority/consultant or any other entity that has prepared the design, specifications, and other documents for the project. A firm that has been engaged by the tendering authority to provide consulting services to the department for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- iii. The bidder could be an individual, Limited Company/ corporation, Proprietary firm, Partnership/Consortium or Joint Venture Companies. Supporting documents need to be provided.
- iv. The qualification of bidder shall be strictly as per criteria laid down in DNIT.

### **4. Earnest Money Deposit (EMD)**

- i. The bidder shall furnish, as part of his Bid, an earnest money deposit in the amount as shown in appropriate column of the table of NIT. Bid not accompanied by EMD shall be rejected.
- ii. This EMD has to be submitted online only on e-procurement portal as prescribed, no physical means of payment shall be accepted, whatever may be the reasons. No interest shall be paid to any bidder on EMD in any case.
- iii. The Bid Security may be forfeited.

- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity.
- b) If the Bidder does not accept the correction of the Bid Price, in case of errors in bid; or
- c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i) Sign the Agreement/provides consent and/or
  - ii) Furnish the required Performance Security.

#### **5. Format, Currencies and Language of Bid**

- i. Only online bids shall be entertained. No manual shall be accepted
- ii. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees (INR). All payment shall be made in Indian Rupees.
- iii. All documents relating to the Bid shall be in the English Language.

#### **6. One Bid Per Bidder**

- i. Each bidder shall submit only one bid for one project/package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### **7. Bid Clarification**

- i. Pre-Bid meeting, if any scheduled shall be communicated through Notice Inviting Tender on portal itself. If even no pre bid meeting is scheduled, the bidder/s or their official representative can seek clarification about bid or contract or work on any working day either personally or through telephone prior to closure of tender.
- ii. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
- iii. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

#### **8. Amendment of Bidding Documents**

- i. Before the deadline for submission of bids, the Department may modify the bidding documents by issuing addenda/corrigenda. Any/all addenda/corrigendum shall be published online only
- ii. The bidders may regularly check e-procurement portal for addenda/corrigenda till the date of submission of bids, and the bidder should incorporate the same in his bid documents. The Employer will assume no responsibility for not taking the modifications in the bidding documents.
- iii. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids.

#### **9. Late Bids**

- i. Bid submission shall be online only as per schedule provided. Any Bid received by the tendering authority through physical means either within or after the deadline prescribed in will not be accepted.

## **10. Bid Opening**

- i. The bids shall be opened as per schedule provided in DNIT, any change in dates of opening shall be notified online only, no separate newspaper advertisement shall be published
- ii. The bids accompanied with valid and requisite EMD shall be taken up for technical evaluation with respect to the pre qualification criteria and other information furnished in DNIT. The bidder must meet General and Technical eligibility criteria in order to qualify for financial bid process i.e. financial bid of the bidder having technically qualified in all respects, shall be opened
- iii. The bidder or its authorized representative can witness opening of bids at office of tendering authority as per schedule provided in NIT.
- iv. Even if the bidders meet the technical/pre qualifying criteria, they are liable to be disqualified, in case they have:
  - a) made misleading or false representation in the documents, statements and attachments submitted in proof of the qualification requirements; and/or
  - b) record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
  - c) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification to the employer.

## **11. Deadline for Submission of the Bids**

- i. Complete Bids (including Technical and Financial) shall be submitted not later than the date and time indicated on the e-procurement portal.
- ii. The tendering authority may extend the deadline for submission of bids by issuing an amendment/corrigendum providing reasons thereof, in which case all rights and obligations of the tendering authority and the bidders previously subject to the original deadline will then be subject to the new deadline

## **12. Inspection of Estimate, Drawings, Specifications, Site Visit**

- i. The bidder can on any working day inspect detailed drawings and specifications at office of tendering authority or seek over phone or email or writing, any clarification required for the tender.
- ii. at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. Nothing extra charges consequent on any misunderstanding or otherwise, shall be allowed.
- iii. The bidder at his own cost may reassure himself about strata/soil properties or other conditions such as land use at the site.

## **13. Bid Validity**

- i. The bid validity shall generally be for 30 days from Letter of Award issued by Tendering Authority. However as per prevailing circumstances, administrative reasons and in interest of work, tender validity can be reduced or extended, which shall be provided in NIT.
- ii. Earnest money of the bidder shall be forfeited if he fails to sign the submit requisite documents/submit consent within tender validity period unless and until a valid reason is provided.

- iii. The bidder shall have to submit in writing, detailing reasons thereof, for extending bid validity. The tendering authority can accept or reject such requests on merit and circumstances prevailing.

#### **14. Alternative Proposals by Bidders**

- i. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract, basic technical parameters and requirements as indicated in the drawing and specifications.
- ii. Conditional offers will not be considered /accepted.

#### **15. Evaluation of Bids**

- i. The bids shall be evaluated by the Tendering Authority. Technical bids shall be evaluated first and bidder/s whose offer has been determined to be substantially responsive, conform to the terms and conditions and specifications and suit best to requirement of Department shall be considered only.
- ii. During technical evaluation, the tendering authority can seek any document/information/clarification which may be prudent in accessing bidders' qualification and the bidder shall have to respond within 3 days to such a request, failing which his bid will be summarily rejected.
- iii. The Tendering Authority reserves the right to accept or reject any bid/s; however, the reasons for rejection must conform to this tender document or has come to notice of tendering authority and which leads to fundamental breach of this contract. All the reasons thereof on such an action shall be recorded and conveyed to the bidders.
- iv. The financial bids of only those bidders shall be opened who qualify the requisite technical criteria. The date of opening of financial bid shall be communicated on e-procurement portal itself.
- v. If the Bid of the successful bidder is seriously unbalanced by i.e. less than 30% of estimated cost, the tendering authority may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.
- vi. If the Bid quotes rates above that of estimated cost of work, the bidder shall be asked to submit detailed analysis justifying the same. The Chief Conservator of Soils, Punjab shall be sole competent authority for accepting such bids.
- vii. If there is a discrepancy between amount quoted in figures and words in the financial bid, the lowest amount shall be considered unless the bidder submits valid reason for such omission/error.
- viii. During evaluation, for tenders on item rate basis, if it is noticed that rates for some items are seriously imbalanced (higher/lower), than the tendering authority may seek clarification from the bidder and access the authenticity of such clarification on merit and prevalent rates.
- ix. After evaluation of the price analyses, the tendering authority may require that the amount of the performance/bank guarantee security set forth be increased at the expense of the successful Bidder to a level sufficient to protect the tendering authority against financial loss in the event of default of the successful Bidder under the Contract.

#### **16. Process to be Confidential**

- i. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to persons not officially

concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence the members of tender authority/committee processing the bids, or award decisions may result in the rejection of his bid.

## **17. Award Criteria**

- i. The Award of Contract shall be determined on lowest rate received in Financial Bid for a tender on lump-sum rate basis.
- ii. In case of variation of rates of bidders under different items the lowest bidder shall be determined on the basis of lowest average rates for contacts floated on item rate basis.
- iii. The Tendering Authority does not bind itself to accept the lowest bid/rate, if it finds any violation of this DNIT conditions or coming into notice of any fundamental breach of contract such as blacklisting, debarment of bidder.
- iv. The Chief Conservator of Soils, Punjab reserves the right to accept or reject the recommendations of concerned tendering authority, however in each such case it shall be accompanied by reasons thereof, which shall be communicated to all bidders on completion/termination of process.

## **18. Notification of Award and Award of Work**

- i. The Bidder/s whose bid has been accepted will be notified of the award by the tendering authority by e-mail or telex and through written communication.
- ii. No separate communication shall be sent to unsuccessful bidders; they shall be notified through e-procurement portal.
- iii. The successful bidder shall have to submit performance security in accordance with the provisions of Clause of Contract along with any other document as asked for by tendering authority within the tender validity period.
- iv. Upon the receipt of requisite bank guarantee and document, if any required, the tendering authority shall issue work order to the successful Bidder/s.
- v. The work order shall specify time period for completion of work. The contractor shall immediately bring into notice of tendering authority if there is any discrepancy between work completion period as notified on e-proc portal and on work order.

## **19. Corrupt or Fraudulent Practices**

- i. The Tendering Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with DSWC and any other Agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices.
- ii. For the purpose of this clause, 'Corrupt Practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- iii. 'Fraudulent Practice' means a misrepresentation of facts in order to influence a procurement process and includes collusive practice among Bidders (prior to or after bid submission) designed to establish contract prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

## **20. Responsibilities of Contractor**

- i. The contractor shall be bound to complete the work as described in the schedule of items of works and the drawings, including the additional items if any, as per drawings and instructions. The certificate of completion as issued by the Divisional Soil Conservation Officer shall be the conclusive proof of completion of work.
- ii. The contractor shall either himself remain available at site of work or arrange the availability of an accredited representative, fully authorized in writing at the site of work to receive instructions of the tendering authority or his representative and to ensure prompt compliance thereof.
- iii. The bidder cannot sub contract/sublet the work without the written approval of the tendering authority. The tendering authority can seek any additional information from the bidder or any independent sources regarding working integrity to the contract is deemed to be sublet, if he deems necessary. The maintenance of work quality besides other criteria as mentioned in bid will be sole responsibility of principle bidder/contractor.
- iv. CSR rates plus latest premium or departmental approved rates shall be applicable for items mentioned in lumpsum in estimate or not mentioned in estimate but required at time of implementation of contract work.
- v. The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition Act 1970) Payment of wages Act 1936, Employer's liability Act 1938, Maternity Benefits Act 1961 and the Industrial Disputes Act 1947 as applicable and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Chief Conservator of Soils may terminate the contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the said Acts.

## **21. Quality Control**

# **PART- II**

# **SCOPE OF WORK**

## 2.1 Scope of Work

The details of works to be executed along with material is provided in BOQ or financial bid as attached. The contractors are advised to contact concerned offices for witnessing detailed estimates/drawings etc before bidding for work. The broader scope of work shall be as per following

- i) The work may include works/projects of laying RCC/PVC/HDPE/DWC/DI/MS or any other type of underground pipeline for irrigation in farmers' fields under various/multiple programmes of Govt/agencies on 100%, 90% or 50% financial assistance basis, subject to guidelines/instructions of particular programme/scheme along with other allied works such as construction of RCC water storage tanks, construction of pump houses, allied electrical and mechanical works complete with material in all respects . The work however is not limited to this extent; similar works can be undertaken under any other Govt sponsored or externally sponsored programme. Each particular tender can comprise of single or multiple works which shall mainly be labour works with involvement of only some quantity of material like cement, sand or bricks etc.
- ii) The works may include construction of check dams, drainage line treatment structures, erosion check structures, stone/brick masonry structures, natural/artificial rain water harvesting systems etc complete in all respects with material.
- iii) The works may include multiple components like installation of underground pipeline, installation of solar/electric pumpsets, drilling of borewells etc. complete in all respects with material.

### Important Work Execution Notes

- (a) The bidder must clearly understand scope of work and need to carry out each work according to specifications and items as approved.
- (b) Unless otherwise specified, P.W.D. specifications detailed in the Book entitled "Punjab P.W.D. specification 1963" and where the same is silent, Indian Standards Institute (I.S.I.) or DSWC specifications shall be followed for all items of works.
- (c) The detailed item wise rates have been provided in Bill of Quantities, the bidder can ask for any additional information regarding to rates or scope of work from tendering authority.
- (d) The time period allowed for completion of each project shall be intimated in the work order issued by the concerned tendering authority and shall vary from project to project considering the site conditions, length and diameter of pipeline.
- (e) In normal circumstances, the pipe line shall be laid at depth of 1 meter + diameter of pipe, however in cases wherein pipeline is laid at lesser or additional depth, due to some unavoidable circumstances or as per site conditions, the departmental official and contractor shall record the same and immediately bring it to notice of concerned higher officers.
- (f) Air release valves, Gate Valves, Sluice valves, Alpha-alpha valves shall be provided by the department and contractor shall install the same according to laid down specifications.
- (g) The contractor shall use only approved material. Sand and Gravel shall have to be sourced from approved quarry only. Use of local or non-specified material is totally prohibited.

- (h) In case of any item/work, required during execution of work but same being not provided in the approved estimate, the same shall be undertaken upon approval of site incharge and payment of same shall be made on CSR rate, departmental rate or lowest market rate, whichever applicable.
- (i) The projects may be gravity based or pumping based; in both cases the successful commissioning of project shall be responsibility of the contractor.
- (j) The contractor is bound to lay pipeline along the demarcated line and accessories as per plan only. In case the contractor by itself lays pipeline or installs accessories away from demarcation, no reimbursement shall be made to him for the length of pipeline or accessories so installed. In case the circumstances or site conditions require pipe or accessory is to be laid away from demarcation, the contractor shall immediately bring it into notice of site incharge, who shall take such decision in consultation with his higher officers.
- (k) It shall be responsibility of site incharge and contractor to take written approval of change in demarcation at the earliest from competent authority.
- (l) The tendering authority will keep in context the crop cycle while issuing the work order as pipelines are generally not laid during standing crops. The contractor can raise objection in case of any such issue within 15 days of issue of work order. The tendering authority shall consider any such requests from contractor/s on merit basis only.
- (m) The contractor may have to execute work at multiple sites at same time, therefore requisite machinery and technical staff should be made available at each project site at all the time during execution of project. The tendering authority can at any time ask contractor to deploy additional staff, given urgency of work or administrative reasons. No additional payment shall be made to contractor for the same.
- (n) As the work is to be carried out in farmers' fields, the contractor shall have to work in coordination with farmers and immediately bring it to notice of department in case of any issue.
- (o) The contractor must adhere to all guidelines and instruction issued by DSWC from time to time for execution of work. In case of covered work, the contractor must inform DSWC as per conditions of contract.
- (p) There can be circumstances when over ground excavation of trenches is not possible/feasible or the cost of trenching is very high. In all such cases, upon certification of same by divisional officer, the contractor may arrange Horizontal Directional Drilling (HDD) machine for carrying out horizontal boring, payment of which shall be made extra on actual basis at departmentally approved HDD rates after deduction of trenching cost. The road/railway crossing, laying of pipeline in forest areas or other such conditions where open trenching is not feasible or the amount to be paid in compensation for open trenching is on higher side, efforts shall be made to lay the underground pipeline through HDD machine.
- (q) The contractor shall be fully responsible for any damage caused to standing crop of the farmer or any other structure/item to any over-ground/underground network i.e electricity, telephone, optical fiber or any other utilities etc and shall bear all cost associated with these. The contractor shall also have to bear all litigation costs, if any associated with such matters.
- (r) The contractor shall have to maintain an inventory of all materials supplied and utilized at various sites, which shall be open to inspection by departmental officers at all times.
- (s) The contractor shall himself make arrangements for storing and security of material while execution/installation at project site. No stores or security shall be provided by tendering authority. In case of any loss or damage of material during execution of work, the DSWC shall not be responsible and shall not compensate the contractor for any such loss

- (t) The contractor must execute the work as per time period mentioned in the work order, in case the contractor fails to execute the work within the stipulated time period, penalty as per clauses of contract shall be imposed. In case of unavoidable circumstances extension in time period may be given to contractor but each extension in time period request must be submitted with a valid reason.
- (u) Onsite checking and testing of material being used by contractor can be carried out by departmental officers at any point of time.
- (v) The contractor must not make any in-genuine and fake commitments to any farmers/farmers where work is being executed. In case of any demand/query/complaint from farmers, the contractor shall straightway bring that in to the notice of DSWC.
- (w) In case of any dispute between contractor or Department or farmer, the decision of Chief Conservator of Soils Punjab shall be final and will be binding upon all parties.
- (x) All contract related disputes shall be subject to local jurisdiction only.

# **PART- III**

# **CONDITIONS OF CONTRACT**

### **Clause -1 Acceptance of Bid**

The bidder, whose bid is accepted shall be notified through written communication asking him to:-

- ❖ Provide a Requisite Bank Guarantee within tender validity period
- ❖ Provide any other additional document as per required

In case the successful bidder fails to submit requisite Bank Guarantee and/or documents, if any required, his bid shall be terminated and his Earnest Money Deposit shall be forfeited. Additional disciplinary and /or legal action can also be taken against the bidder as per administrative circumstances.

### **Clause - 2 Performance Bank Guarantee**

The bidder, whose bid is accepted shall furnish: -

- ❖ Bank Guarantee (BG) from a Schedule Bank in the prescribed format in favour of the tendering authority for an amount equivalent to @5% of the tendered amount within prescribed time period.
- ❖ The validity of Bank Guarantee to be submitted shall be the tenure of work order plus six months. If a work order tenure is for 1 year (12 months), then validity of bank guarantee shall be for 1 year and 6 months (18 months).
- ❖ In case the work order is extended, it shall be sole responsibility of contractor to extend the bank guarantee for the requisite period. Failure to do within a reasonable stipulated period can lead to, forfeiture of EMD, if available or security amount deducted from running bills.
- ❖ The amount deposited as EMD by bidder with tendering authority can be adjusted against Bank Guarantee, if desired by successful bidder. The contractor shall submit balance amount as BG and his EMD amount shall be retained as part of BG.
- ❖ The Bank guarantee shall be released after 6 months of completion of work and on receipt of No Objection Certificate from concerned subordinate offices and after removal of all defects imperfections and shortcomings that may have been noticed to the entire satisfaction of tendering authority.
- ❖ The Bank Guarantee can be encashed at any time by Department in case of default by bidder.

### **Clause - 3 Retention/Security Money**

The retention money shall be deducted from bills from contractor to whom contract is awarded -

- ❖ Retention/Security money @5% shall be deducted from each of running bills of the contractor
- ❖ Shall be paid back in full at the time of final bill of the contractor.

### **Clause - 4 Other Deductions/Levies**

The rates as offered and accepted in this contract are inclusive of all taxes and levies and deductions as per following shall be made

- ❖ Income Tax: Income tax, shall be deducted at source @1% from individuals and HUF and @2% from other entities from all bills as per provision of the Income Tax Act and a certificate of such deduction made in each financial year shall be furnished to the contractor by the disbursing officer.
- ❖ Goods and Service Tax: GST @2% (@1% CGST + @1% SGST) or @2% IGST shall be deducted from deducted from the bills of the contractor.
- ❖ Labour Cess: Labour cess @1% shall be deducted from each bill of the contractor

- ❖ Local Laws and Levies: The contractor shall comply with the proper bye laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.
- ❖ Escalation of rate due to increase in Government taxes shall not be payable to the contractor. The contractor/firm shall however be bound to pass benefit to the Department in case any tax/levy is lowered by Government.

#### **Clause - 5 Specifications**

- ❖ Unless otherwise specified, P.W.D. specifications detailed in the Book entitled "Punjab P.W.D. specification 1963" and where the same is silent, Indian Standards Institute (I.S.I.) or DSWC specifications shall be followed for all items of works.
- ❖ The contractor/firm shall execute the whole and part of the work in the most substantial and workmanship like manner both as regard materials and labour and otherwise in every respect in strict accordance with the PWD/BIS/DSWC specifications. In case of any discrepancy between any of these specifications written communication be sent to the tendering authority asking for clarification, whose decision shall be final. The contractor shall also conform exactly fully and faithfully to the design, drawings and instructions in writing relating to the work signed by the tendering authority and lodged in his office and to which the contractor shall be entitled to have access during the office hours or on the site of work.
- ❖ The Contractor shall at all time adhere to following
  - i) Concrete Work: All the concrete work shall have to be done with mechanical mixer unless permitted otherwise by the Divisional Soil Conservation Officer. All R.C.C. work shall be compacted with a mechanical vibrator driven by petrol/diesel or electricity. In all R.C.C. work, M30 and plain cement concrete of 1:4:8 and richer mixes, having only Ghaggar sand or Pathankot sand having a fineness modulus between 2.5 to 3.5 shall be used. Test samples shall be taken during the execution of work as per stipulations of the Bureaus of Indian Standards. The compressive strength of test samples shall meet the requirements of relevant standards laid down by the B.I.S. The contractor shall set up a field-testing laboratory with necessary equipment and appoint suitable staff for carrying out the test at his cost.
  - ii) Curing Of Cement Work: The contractor shall ensure proper curing of all work involving use of cement strictly as per stipulation of the Punjab P.W.D. specifications. Since proper curing during the critical period has a direct relation to the bearing strength and safety of cement work, the Divisional Soil Conservation Officer shall, in the case of any default on the part of the contractor, take prompt action to arrange adequate curing at the cost of the contractor without issuing any prior notice in this respect, to avoid lapse of critical period of curing. The certificate of the Divisional Soil Conservation Officer would be final and binding in this respect and the cost incurred shall be recovered from the contractor.
  - iii) Pits At Site Prohibited: No pits shall be dug by the contractor at or near the site of work for taking out earth for use in the work. In case of default, the pits so dug shall be filled by the department at the cost of the contractor, charging additional amount of fourteen percent towards departmental charges.
  - iv) Co-Ordination With Other Agencies: The contractor shall maintain close-co-ordination and afford necessary facilities to other agencies executing other works like Electrification, Horticulture, Water Supply, Sewerage and external services etc. No claim for additional payment on this account shall be entertained.

#### **Clause - 6 Alteration in Specifications and Designs**

- ❖ The Divisional Soil Conservation Officer, after taking sanction from the competent authority, shall have power to make any alterations in, omission from, additions to or substitutions for the original specifications, drawings, designs and instruction that may appear to be necessary or advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing. Such alterations/additions or substitutions shall not invalidate the contract and any altered additional or substituted work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in tender for the main work. The time of completion of the work shall be curtailed/extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Divisional Soil Conservation Officer shall be conclusive as to such proportion. The rates for such additional altered or substituted work shall be determined in accordance with the following provisions in their respective order: -
  - (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract of work.
  - (ii) If the rates for the additional, altered or substituted work are not specifically provided in the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
  - (iii) If the rates cannot be determined as provided in (i) &(ii) above, then such work shall be paid at the rates entered in common schedule of the rates minus/plus the percentage rate at which the bid has been accepted.
  - (iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Clauses (i) (ii) (iii) above, then the contractor shall within 7 days of the date of his receipt of the order to carry out the work inform the Divisional Soil Conservation Officer of the rate or rates which he intends to charge for such class of work supported by analysis of the rate in support of rates claimed. The Divisional Soil Conservation Officer shall determine the rate or rates on the basis of prevalent market rates and pay the contractor accordingly.

However the Divisional Soil Conservation Officer, by notice in writing, will be at liberty to cancel the order given to the contractor to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that if the contractor shall have commenced work or incurred any expenditure in regard thereto before the rates shall have been so determined, then in such case, he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid, according to such rate or rates as shall be fixed by the Divisional Soil Conservation Officer. In the event of dispute, the decision of the Conservator of Soils shall be final.

**Clause - 7 No Compensation for Alteration in or Restriction in Works.**

- ❖ If at any time, after the commencement of the work, the Government shall for any reason whatsoever not require the whole or part thereof as specified in the contract to be carried out, the Divisional Soil Conservation Officer shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.

#### **Clause - 8 Contractor to Supply Materials, Plants, Scaffoldings**

- ❖ The contractor shall arrange and supply at his own cost all materials (except such specific materials as may be issued from the stores of the Divisional Soil Conservation Officer) plant tools appliances, implements, ladders cordage tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work. Whether original altered or substituted and whether included in the specifications of other documents forming part of the contract or referred to on these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Divisional Soil Conservation Officer as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage thereof to and from the work.
- ❖ The contractor shall also supply free of charge the requisite number of persons with the means and materials necessary for the purpose of setting out works on counting, weighting and assistance in the measurements or examination at any time or from time to time of the work or materials. Failing his so doing the same may be provided by the Divisional Soil Conservation Officer at the expense of the contractor and the expense maybe deducted from any amount due to the contractor under the contract or from his security deposit.
- ❖ The contractor shall also provide necessary fencing and light required to protect the public from accident and shall be bound to bear the expenses of defenses of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor be paid to compromise any claim by any such person.

#### **Clause - 9 Secured Advance**

- ❖ Secured advance upto @50% of the material supplied at site shall be payable to the contractor, against production of documentary evidence such as invoices and subject to satisfaction of concerned Divisional Officer.
- ❖ The amount paid as secured advance shall however be adjusted against the actual work done in subsequent bills.
- ❖ In case the item of work for which secured advance has been paid to the contractor is not executed and measured within eight months of date of payment of secured advance, the contractor will be charged interest @15% PA from the date of payment of such advance to the date of recovery of advance, on the material remained un-utilized after eight months.

#### **Clause - 10 Mobilization Advance**

- ❖ No Mobilization Advance payment is allowed

#### **Clause - 11 Bill to be Submitted**

- ❖ A bill shall be submitted by the contractor/firm in printed form as per schedule fixed by the tendering authority or the concerned officer accompanied by the following documents: -
  - i) Measurements and quantities of items of work done since last bill.
  - ii) Upto date statement of materials received from the stores showing the recoveries made upto last bill in question both in terms of quantity and value, if any.
  - iii) A bill which is not accompanied with above mentioned documents shall not be entertained.

- iv) The Divisional Soil Conservation Officer shall get the bill verified, if possible, within 7 days from its presentation and the contractor/firm shall be required to sign the corrections made if any in token of its acceptance, before releasing or adjusting the payable amount.
- ❖ If the contractor/firm does not submit the bill within time limit or delay its submission or acceptance of corrections after verifications, the entire responsibility for non-payment or delay in payment shall rest with him.

#### **Clause - 12 Payment on Intermediate Certificates Regarded as Advances**

- ❖ No payment shall be made for a work estimated to cost less than Rupee One Lac, till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees One Lac and contractor shall be submitting a bill against material supplied as per DNIT to the Divisional Soil Conservation Officer whose certificate of the 50% of estimated cost of project payable shall be final and conclusive against the contractor, But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed; and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the occurring of any claim, nor shall it conclude, determine or affect in anyway the powers of the Divisional Soil Conservation Officer under these conditions or any of them as to the final settlement of the accounts of otherwise or in any other way vary or effect the contract. The final bills shall be submitted by the Contractor within one month of the date fixed for completion of the work; otherwise, the certificate of the Divisional Soil Conservation Officer as regards measurements and the total amount payable for the work shall be final and binding.

#### **Clause - 13 Subletting of Contract**

- ❖ The contract shall not be assigned or sublet without the written approval of the Divisional Soil Conservation Officer. Employment of labour on piece rate basis shall not however, be deemed sub-letting. If the contractor shall assign or sublet his contract or attempts to do so without the approval as aforesaid or become insolvent or commence any on solvency proceedings or make any composition with his creditors or attempt to do so if any bribe, gratuity, gift, loan, perquisites, reward of advantage, pecuniary or otherwise shall either directly or indirectly be given promised or offered by the Contractor or any of his servants or agents to any public offer or person in the employ of the Government in way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the tendering authority upon approval of competent authority may absolutely thereupon terminate the contract.

#### **Clause - 14 Change in Constitution**

- ❖ Where the contractor is a partnership firm, the prior approval in writing from the tendering authority shall be obtained before any change is made in the constitution of the firm.
- ❖ Where, the contractor is an individual or a Hindu-undivided Family business concern, such approval as aforesaid shall likewise be obtained, before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor.
- ❖ Non conformity to above may lead to levy of penalty and leading upto termination of the contract

#### **Clause - 15 Information/Notice Before Work is Covered Up**

- ❖ The contractor shall carry out refilling of trenches only in presence of site incharge, so as to ascertain correct measurement, alignment and gradient of laid pipeline before it is covered up.
- ❖ For all other works which shall be placed beyond the reach of measurement, the contractor shall give not less than 7 days' notice to the site incharge/concerned officer before covering up so that the same may be measured and correct dimensions thereof may be taken.
- ❖ For all RCC works, contractor shall give not less than 10 days' notice to concerned officers before the same is covered up or placed beyond the reach of measurement.

#### **Clause - 16 Removal of Employees/Workmen**

- ❖ The Divisional Soil Conservation Officer shall have full power at all times to object to the employment of any workmen foreman or other employees on the work by contractor and if the contractor shall receive notice in writing form the Divisional Soil Conservation Officer requiring the removal of any such person from the work the contractor shall comply with the order forthwith.
- ❖ No such Workmen/foremen or other employees, after his removal from the works by order of the Divisional Soil Conservation Officer shall be re-employed or reinstated on the work by the contractor at any time except with the previous approval in writing of the Divisional Soil Conservation Officer. The contractor shall not be entitled to demand the reason from the Divisional Soil Conservation Officer for requiring the removal of any such workman/foreman or any other employee.

#### **Clause - 17 Completion Certificate**

- ❖ Within 7 days of completion of work, the contractor shall give notice of such completion to the Divisional Soil Conservation Officer and within 10 days of the receipt of such notice, the Divisional Soil Conservation Officer or his subordinate representative shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the defects
  - (a) to be rectified by the contractor and/or
  - (b) for which payment will be made at reduced rates shall the work be issued.
- ❖ However, no certificate provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding surplus materials, rubbish and all huts and sanitary arrangements set up for his labour on the site and cleaned off the dirt from all wood-work doors and windows, walls, floor or other parts of the building. In upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof and not until the works shall have been measured by the DSCO.
- ❖ If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish, all huts and sanitary arrangements and cleaning off as aforesaid before the date fixed for the completion of work, the Divisional Soil Conservation Officer may at the expense of the contractors get cleared off such dirt as aforesaid and contractor shall forthwith pay the amount of expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale proceed thereof.

#### **Clause - 18 Winding up of Contract**

- ❖ On completion of work, the contractor shall hand over the same to the Divisional Soil Conservation Officer or his authorized representative free from all defects, shortcomings or

imperfections. He shall clear the site of all temporary works, pits, gowdons, offices, sanitary, scaffoldings, debris, waste materials, and installations. He shall also furnish the following documents duly signed by him or his authorized representatives:

- (i) Completion of the work as finally constructed.
- (ii) Variation statement showing the altered items, if any, against those provided in the original drawings.
- (iii) Original site instruction book.
- (iv) Original registers for various quality control tests as specified.

#### **Clause - 19 Responsibility of Loss and Damage of Material**

- ❖ The contractor shall be entirely responsible for storage and safekeeping of material. No compensation whatsoever shall be payable to contractor in case of any pilferage/theft of material. The responsibility of material fully lies with the contractor even for the material for which secured advance has been paid to the contractor
- ❖ Responsibility of Loss and damage of any kind of material at site till handing over the project to the Water User Society/Department/Third party, as applicable shall lie with the contractor.

#### **Clause - 20 Works to be Open to Inspection**

- ❖ All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Divisional Soil Conservation Officer and his seniors/subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Divisional Soil Conservation Officer or his senior/subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to a contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

#### **Clause - 21 Labour Laws**

- ❖ The contractor shall comply with all the provisions of minimum wages act 1948, Workman's Compensation Act 1963, Contract labour (Regulations and abolition) Act 1970 and the rules framed there under the payment of wages Act 1936 Employees liability Act 1938, Maternity Benefits Act 1961, the apprentices Act 1961 and rules framed there under and the Industrial Disputes Act 1947. He shall also make satisfactory arrangements for labour huts, protection of health and sanitary arrangement for the workmen employed on the work.
- ❖ In every case in which by virtue of provisions of the Contract Labour (Regulation and Abolition) Act 1970 and of the contract labour Rules, Government is obliged to pay and amount of wages to a workmen employed by the contractor in execution of the works or to incur any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules the P.W.D. contractor's labour Regulations or under the rulers framed by the Government from, time to time for the protection of health and sanitary, arrangement for workers employed by PWD contractor, the Government will recover from the contractor, the amount of wages so paid or the expenditure so incurred under without prejudice to the rights of the Government under Section 20 sub-Section (2) and section 21 sub-section (4) of the Contract Labour (Regulation and Abolition) Act 1970.
- ❖ Government, shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under

section 20 sub section (1) and section 21 sub section (4) of the Act except on the written request of the contractor and upon his giving to the Government full security for all costs which the Government might become liable in contesting such claim.

#### **Clause - 22 Time Period and Liquidated Damages**

The time period for completion of work shall be assigned by tendering authority at the time of floating of bid and the same shall also be communicated through work order issued to contractor

- ❖ In case of default, the Contractor shall, notwithstanding issuance of a prior notice in this regard, pay prospectively as liquidated damages an amount upto 1% of the amount of contract or such lesser amount that the tendering authority may levy, for every fortnight of the period for which the work remains un-commenced after 15 days of the issue of work order; or the Construction remains unfinished after the completion date.
- ❖ In case of continued default or shortfall in target, the tendering authority may go on enhancing the levy of liquidated damages, each time limited to 1% of the total estimated amount of work per fortnight of further default subject to maximum limit of five percent of the Contract value.
- ❖ The contractor if so, wishes for enhancement in timeline for commencement or completion of work, should do so in writing to the tendering authority with valid reasons thereof. The tendering authority upon approval shall decide the enhancement in timelines solely on merit and prevailing administrative circumstances.
- ❖ The enhancement in timelines for commencement or completion of work shall however not be routine and shall be subject to strictest scrutiny by tendering authority.
- ❖ Cases where contractor seeks repeated enhancements in timelines for completion of work, the tendering authority shall bring it into notice of higher authorities, who shall decide the case on merits. He is also authorized to additionally penalize the contractor for repeated breach of timelines, if not satisfied with reasoning of contractor.

#### **Clause - 23 Breach of Contract and Levy of Damages**

- ❖ The Tendering Authority may, without prejudice to other right and remedies, under the provisions of the work or otherwise after issuing a notice, in writing and getting the final bill prepared absolutely determine the contract after levying compensation for damages of five percent of amount of the contract. If the contractor/firm, commits breach of contract under any clause of the contract or in any the following cases: -
  - i) If the contractor/firm suspends the execution of the work and inspite of having been given a notice in writing by the concerned officer fails to resume the work within ten days of the issue of the said notice.
  - ii) If the contractor/firm, having been given a notice in writing by the concerned officer fails to rectify, reconstruct or replace any defective work/material or continues the execution of work in an inefficient, improper, un-workman like manner or not in accordance with sound engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
  - iii) If the contractor causes fundamental breach of contract.

#### **Clause - 24 Liabilities of Contractor and Powers to Take Over and Dispose off Contractor Plant**

- ❖ In any case in which any of the powers conferred upon the Divisional Soil Conservation Officer by other clauses hereof shall have become exercisable and shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall,

notwithstanding be exercisable in the event of any future case or default on the part of the contractor, for which by any clause or clauses hereof, he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Divisional Soil Conservation Officer putting in force all or any of the powers vested in him under the preceding clauses, he may, if he so desires, after giving a notice in writing to the contractor take possession of any or all tools, plant materials and stores in or upon the works or the site thereof belonging to the contractor or produced by him and intended to be used for execution of the work on any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Divisional Soil Conservation Officer whose certificate thereof shall be final. Otherwise, the Divisional Soil Conservation Officer may, by giving a notice in writing to the contractor or his agent at the site of work, require him to remove such tools, plants, materials or stores from the premises within the time specified in notice. In the event of the contractor failing to comply with any such requisition, the Divisional Soil Conservation Officer may get them removed at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects. The certificate of the Divisional Soil Conservation Officer as to the expense of any such removal and the amount of proceeds and expense of any such sale shall be final & conclusive against the contractor.

#### **Clause - 25 Action and Compensation Payable in Case of Bad Work**

- ❖ If it shall appear to the Divisional Soil Conservation Officer or his subordinate in-charge of the work that any work has been executed with unsound, imperfect, unskillful workmanship or with materials of any inferior description or that any articles or materials provided by the contractor for the execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing by the Divisional Soil Conservation Officer specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost.
- ❖ In the event of his failing to do so, within a period to be specified by the Divisional Soil Conservation Officer in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percent of the estimated amount for every week not exceeding ten weeks, while his failure to do so shall continue and in the case of such failure, the Divisional Soil Conservation Officer may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respect of the contractor.

#### **Clause - 26 Termination of Contract**

The tendering authority upon approval from competent authority may terminate the contract if the contractor causes a fundamental breach of the Contract. For this purpose, 14 days' notice in writing shall be served to the contractor clearly mentioning the particular grounds of Breach of Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The contractor/firm stops work for an unreasonable period of time, particularly when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the DSCO;
- (b) The contractor/firm goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (c) The DSCO gives notice that failure to correct a particular defect is a fundamental breach of bid condition and the contractor/firm fails to correct it within a reasonable period of time determined by the DSCO;
- (d) The contractor/firm has delayed the completion by the number of days for which the maximum number/amount of liquidated damages can be paid as defined in the Contract data;
- (e) If the contractor/firm, in the judgment of the DSCO or the site in-charge has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and
- (f) If the contractor/firm, having been given a notice in writing by the DSCO, fails to rectify, reconstruct or replace any defective item or continues the Works in an inefficient, improper, unworkman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- (g) If the contractor, being a company, passes a resolution or a court makes an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- (h) In the event of the death or the insanity of the Contractor, the contract may be terminated by notice in writing, pasted at the site/s and advertised in one issue of the local newspaper. All acceptable works shall thereafter, be paid at appropriate rates after recovering all the Contractor`s dues to Govt., to the persons entitled to receive and give a discharge for such payment.
- (i) If the Contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a corporation goes in to liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, DSWC shall be at liberty:
  - a. To give such liquidator, receiver, or other person in whom the contract may become vested the option of carrying out the contract, or a portion thereof to be determined by the govt. subject to his providing an appropriate guarantee for the performance of such contract; or
  - b. To terminate the contract forthwith by notice in writing to the Contractor, the liquidator, the receiver or person in whom the Contractor may become vested.

After the termination of the work under this clause, the Department shall be at liberty to get the balance work executed through some other contractor/firm or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The contractor/firm shall have no claim against the tendering authority in this regard.

#### **Clause - 27 Payment Upon Termination**

- ❖ If the work is terminated because of a fundamental breach of Contract by the Contractor, the DSCO shall issue a certificate for the value of the Works done less the advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less 5% of the contract value towards compensation for the breach of contract.
- ❖ The total amount of liquidated damages and compensation for breach of contract shall, however, be limited to 7.5% of the contract value or the amount available with the Department (in the shape of EMD and performance security), whichever is less. The requisite amount for which the Contractor may become liable shall be realized by encashing the performance security furnished

by the Contractor and/or from other amounts due to the Contractor in respect of this contract or any other contract, undertaken by him for the Government.

**Clause - 28 Liability for Damage and Imperfection for Three Months after Certificate**

- ❖ If the contractor or his workmen shall break, deface, injure or destroy any part of a building in which he may be working or any building, road force enclosure or green grass land, water pipes, cables drains, electric or telephone posts or wires, trees or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress for any cause whatsoever or any defect, imperfection or other faults appear in the work within three months after a certificate final or other of its completion shall have been given by the Divisional Soil Conservation Officer the contractor shall make the same good at his own expenses or in default, the Divisional Soil Conservation Officer may cause, the same to be made good by other workmen and deduct the expenses incurred both labour and material (for which the certificate of the Divisional Soil Conservation Officer shall be final) from any sums that may due or at any thereafter may become due to the contractor from his security deposit.

**Clause - 29 Deduction of Govt. Dues on any Account Whatsoever to be Permissible**

- ❖ Any excess payment made to the contractor in advertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Govt. by the contractor in respect of this contract or any other contract or work-order or on any account whatsoever may be deducted from any sum payable by Government to the Contractor either in respect of this contract or any work order or contract or on any other account by any other department of the Govt.

**Clause - 30 Extraordinary Claims**

- ❖ No claims for payment of an extraordinary nature, such as claims for bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of Divisional Soil Conservation Officer or claims for compensation where work has been temporary brought to a standstill through no fault of the contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Punjab Government under the signature of one of its secretaries.

**Clause - 31 Quality Control**

- ❖ The quality control shall be essence and essential part of all work contracts. Regular checks by concerned jurisdictional officers and department's quality control unit shall be carried out at regular intervals. Random visits shall also be made to contractor and manufacturer's plant or office to access the material being supplied along with other parameters as may be related with performance of contract.
- ❖ In addition to quality control checks being carried out by department, the jurisdictional officers or quality control unit or competent officers/authorities or third-party agencies as empaneled by department can carry out quality checks at any point of time either on site or at concerned manufacturing unit.
- ❖ It is expected that every contractor will have proper quality control procedures and staff in place in order to ensure quality of work. The contractor shall ensure that requisite technical staff as mandated in bidding document is present at site at all times. In case the requisite staff of contractor as mandated in bid document is not found to be present, the monetary deduction on day-to-day basis as per prevailing DC rates for the staff prescribed to be present shall be made from contractor's due payments/bills or security as the case may be.

- ❖ The contractor or his authorized representative shall remain present during all the quality checks conducted by the department or third parties as authorized by the department. The department is not responsible if contractor or his representative fails to remain present during quality checks despite being informed. All such quality checks carried out in his absence shall be valid, however these checks shall be mandatorily videographed/photographed by the department or other such inspecting officers.
- ❖ The contractor is liable to correct all defects/imperfections as may be pointed out during any quality checks carried out on his own expenses within a duration as given by inspecting officer. Failure to do so shall invite further penalty as decided by competent authority of department.
- ❖ If the contractor fails to correct the defects/imperfections within the time period specified, the department either by itself or through hiring of any other contractor can carry out necessary remedial works. In such cases the charges accrued on carrying out such works shall have to be borne by original contractor, which can be deducted from his bills or security deposit or performance guarantee, as the case may be.
- ❖ The repeated failure of contractor in quality control tests, can lead to termination of contract and forfeiture of his security and/or performance guarantee leading upto debarment of defaulting contractor from future departmental works for prescribed time period or permanently.
- ❖ In case any material / work is found sub-standard the same shall be rejected by the Site Incharge/or any other departmental officer and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Divisional Officer at the risk and cost of the contractor without giving any further notice and time.
- ❖ The charges for quality control as provided for in Rate tender for Works, shall be deducted from contractors' bills presented to department and shall be non-refundable

**Clause - 32 Other Conditions of Contract**

- ❖ The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The contractor shall make his own arrangement for water suitable for construction work as well as drinking and other purpose for the labour engaged by him for the execution of the work.
- ❖ The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.
- ❖ The contractor shall take care of all safety Precautions pertaining to construction of work, such as excavation, trenching, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphaltic materials, electric arc/gas welding, use of hoist and construction machinery. He shall be governed by relevant provisions of safety code and as directed by the Divisional Officer and nothing extra shall be payable on this account.
- ❖ The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable. And cost of same will reimbursed after production of receipt.
- ❖ The contractor shall give due notices to Municipal, Police and/ or other authorities that may be required under the law/ rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. And cost of same will reimbursed after production of receipt.

- ❖ The steel reinforcement shall be stored by the contractor at site of work in such a way as to Prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the concerned officer.
- ❖ The contractor shall protect the adjoining buildings or works and the work under execution from any kind of damage shall make adequate arrangements for protection and if any property is damaged, by the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Divisional Officer.
- ❖ The contractor shall provide adequate lighting arrangements as approved by the concerned officer for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per directions.
- ❖ Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Divisional Officer who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.
- ❖ Design mix concrete shall only be used for all RCC works, produced through batching plant. Only PPC/OPC as specified shall be used and no blending of fly ash /secondary cementing material shall be permitted.
- ❖ The Contractor before supplying of any materials/equipment shall give an inspection notice well in advance for inspection and testing of the same at the manufacturing units. The expenditure on account of TA/ DA of inspecting officials of DSWC and its representatives for the inspection of the said items shall be borne by the contractor. However, inspection report issued by the inspecting officials of DSWC or its representatives does not waiver of quality/performance of equipment and due quality/performance and successful commissioning of equipment is the responsibility of contractor.

### **Clause - 33 Disputes and Arbitration**

If any dispute or difference of any kind whatsoever shall arise between the Government/authorized representative and the contractor in connection with or arising out of this contract or the execution of work there under, or

- (i) Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the Divisional Soil Conservation Officer of the work and he shall, within a period of sixty days after being requested in writing by the Contractor to do so convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the contractor. In case the work is already in progress, the contractor, shall proceed with the execution of the work on receipt of the decision of the Divisional Soil Conservation Officer as aforesaid with all due diligence, whether any of the parties requests as hereinafter provided or not.
- (ii) If the Divisional Soil Conservation Officer has conveyed his decision to the contractor and no claim for arbitration has been field by the contractor within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all.
- (iii) If the Divisional Soil Conservation Officer fails to convey his decision within a period of sixty days after being requested as aforesaid the contractor may within further sixty days of the expiry of first sixty days from the date on which the said request was made by the contractor refer the dispute for arbitration as hereinafter provided.

- (iv) All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D. post be referred to the sole arbitration of the Conservator of Soils of the circle concerned in the Soil and Water Conservation department, Punjab acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of Punjab Government/Court in which event, the Chief Conservator of Soils, Department of Soil & Water Conservation, Punjab Chandigarh shall, appoint any other technical officer not below the rank of Conservator of Soils to act as an arbitrator on receipt of a request from either party.
- (v) The Chief Conservator of Soils, Department of Soil & Water Conservation, Punjab, Chandigarh shall have the authority to change the arbitrator on an application by either the contractor or the Divisional Soil Conservation Officer requesting change of arbitrator giving reasons thereof either before the start of the arbitration proceeding or during the course of such proceedings. The arbitration proceeding would stand suspended as so as an application for change of Arbitration is filed before the Chief Conservator of Soils, Department of Soil & Water Conservation, Punjab, Chandigarh and a notice therefore is given by the applicant to the Arbitrator. The Chief Conservator of Soils, Department of Soil & Water Conservation, Punjab, Chandigarh after hearing both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously, appointing a technical officer not below the rank of the Conservator of Soils as Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference afresh or he may continue the hearing from the point these were suspended before the previous Arbitrators.
- (vi) The reference to the Arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to Arbitrator shall be made within six calendar months from the date of payment of the final bill to the contractor or from the date a registered notice is sent to the contractor to the effect that his final bill is ready by the Divisional Soil Conservation Officer (whose decision in this respect shall be binding) whichever is earlier.
- (vii) It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitration shall specify the disputes based on facts and calculation stating the amount claimed under each claim and shall furnish a "deposit-at-all" for ten percent of the amount claimed on schedule bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refundable to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any shall be forfeited and paid to the other party.
- (viii) The Provision of the Indian Arbitration Act 1940 or any other statutory enactment there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- (ix) The Arbitrator shall separately give his award against each claim and dispute and counter claim raised by either party giving reason for award. Any lump sum award shall not be legally enforceable.
- (x) The independent claims of the party other than of the one seeking arbitrator as also the counter claims of any party shall be entertained by the Arbitrator.
- (xi) The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

(xii) The stamp fee due on the award shall be payable by the part as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.

(xiii) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following:

- a. Of the date of completion of the work as certified by the Divisional Soil Conservation Officer or
- b. Of the date of abandonment of the work or breach of contract under any of its clauses, or commencement or resumption as applicable, or
- c. Of its non-commencement or non-resumption of work within 10 days of written notice for commencement or resumption as applicable, or.
- d. Of the cancellation, termination or withdrawal of work from the contractor in whole or in part and/or revision or foreclosure of the contract, or
- e. Of receiving an intimation from the Divisional Soil Conservation Officer that the final payment due or recovery from the contractor had been determined, for the purpose of payment/adjustment whichever is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.

(xiv) No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceeding shall not disentitle the Divisional Soil Conservation Officer to terminate the contract and to make alternate arrangement for completion of the works.

(xv) The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The arbitrator may, from time to time, with the consent of the parties enhance the initial time for making and publishing the award.

(xvi) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

#### **Clause - 34 Force Majeure**

- ❖ Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic etc

# **PART- IV**

# **FORMS / SPECIMENS**

## Form - I

### Declaration by Bidder

I/We (Name of the Bidder) having registered/local office at (Address of the registered office), hereby declare and confirm that-

- 1) I/We have gone through contents of the tender document carefully and we undertake to fully comply with the terms and conditions specified in the bid document including addendum, if any thereof.
- 2) I/We are not engaged into litigation as of date with any Government Department/ PSU/ Autonomous body on account of similar services for indulging in corrupt or fraudulent practices. We also confirm that we are not determined non-performing by any of the entities specified above.
- 3) I/We understand that we are liable to disciplinary/legal action in case information submitted for our bid turns out to be incorrect/false.
- 4) I/We understand that if at any time, any averments made or information furnished as part of this bid is found incorrect, then the Bid shall be rejected and the tender if awarded on the basis of such bid shall be terminated.
- 5) I/We are capable of executing and completing the work as required in the document and is financially solvent and sound to execute the work. We are sufficiently experienced and competent to perform the contract to the satisfaction of DSWC. We give the assurance to execute the work as per specifications, terms and conditions of the bid document on award of work.
- 6) I/We are fully aware of all the relevant information for proper execution of the proposed work, with respect to the proposed place of works/site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labor etc. at site.
- 7) I/We have no collusion with other bidders, any employee of tendering authority or with any other person or firm engaged in the preparation of this bid.
- 8) I/We are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
- 9) I/We declare that the information provided in the technical proposal (including the attachments) is true, accurate and complete to the best of my knowledge & belief.

Authorized Signatory (with official seal) \_\_\_\_\_

Name and Designation of Signatory: \_\_\_\_\_

Name of Bidding Contractor/Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Form- 2**

**(Notarized Declaration on Non-Judicial Stamp Paper for not Blacklisted)**

**DECLARATION**

This is to certify that I/We \_\_\_\_\_(Name of the firm/company) is not Blacklisted/Debarred by any State/Central Government Department, Board/corporation/Govt. undertaking in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

**DEPONENT**

**(Authorized Signatory of Firm with  
Name and Designation)**

Attested by Notary

**Form- 3**

**Bank Solvency Certificate Specimen from Scheduled Bank**

This is to certify that to best of our knowledge and information  
\_\_\_\_\_ (Name of the Bidder) having registered office at  
\_\_\_\_\_ is maintaining Bank Account No. \_\_\_\_\_ at our  
branch and can be treated as good and solvent upto Rs \_\_\_\_\_

Dated:

**Seal and Authorized Signatory**

**(Bank and Branch)**

Note: The wording of solvency certificate may vary across banks, but the overall essence of solvency certificate should hold

**Form -4**

**Annual Turnover Data**

**(To be certified by Chartered Accountant)**

**Name of Bidder:**

**Address:**

<b>S.No.</b>	<b>Financial Year</b>	<b>Turnover</b>
<b>1</b>	<b>2024-25</b>	
<b>2</b>	<b>2023-24</b>	
<b>3</b>	<b>2022-23</b>	
<b>4</b>	<b>2021-22</b>	
<b>5</b>	<b>2020-21</b>	

**Seal and Signature of Bidder**

**Verified/Vetted by CA**

**Note:** All individual firms and all partners of a joint venture are required to complete the information in this form. The information supplied shall be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed. Applicants should enclose testimonials (certified copies of annual reports/, Income Tax Returns, certificates) in support of their claim.

**Form -5**

**List of Works Completed/Ongoing/Awarded**

**Name of Bidder:**

**Address:**

<b>S.No.</b>	<b>Name of Work and Agency</b>	<b>Work Amount</b>	<b>Whether completed/ongoing/awarded</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

**Seal and Signature of Bidder**

**Note:** Contractor to provide proof of work orders, completion certificates and award letters to support any claim made above. The claim not supported by requisite document shall not be considered unless the list itself duly signed by concerned contracting agency. The contractor may also submit work satisfaction level from contractor additionally.

**Form - 6**

**List of Available Machinery**

I hereby certify that I/we have following machinery available with us for completing the obligations under the contract

S.No.	Type of Equipment	Make	Model	Owned/Leased

**Dated:**

**Signature and Stamp of Bidder**

**Address:**

**Form - 7**

**List of Available Manpower**

I hereby certify that I/we have following manpower available with us for completing the obligations under the contract

S.No.	Name of Employee	Qualification	Experience (Years/Months)

**Dated:**

**Signature and Stamp of Bidder**

**Address:**

**Form - 8**

**Certificate of Bid Capacity**

I hereby certify that I/we have following bid capacity for completing the obligations under the contract

Name and Address of Bidder.....

Bid Capacity: Rs.....

The calculation of bid capacity shall be as under:

$$\text{Assessed Available Bid Capacity} = (A * N^2 - B)$$

where,

A = Maximum value of Similar work executed in any one year during the last five years

B = Total Value of existing commitments and on-going works

N = Number of years prescribed for completion of the Project/Work for which these bids are being invited. (e.g. 7 months = 7/12 year)

Rate of inflation may be taken as 8% per year

Note: The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion of the works should be signed by the Engineer-in-Charge, not below the rank of Divisional Soil Conservation Officer or Executive Engineer or equivalent, as applicable.

I understand that I/we are liable to disqualification/disciplinary/legal action in case information submitted above turns out to be incorrect/false.

**Dated:**

**Signature and Stamp of Bidder**

**Address:**



Department of Soil & Water Conservation, Punjab,  
SCO 50-51, Sector 17 E, Chandigarh-160017.  
Phone: 0172-2704857 Fax: 0172-2725330.  
Website: <https://dswc.punjab.gov.in>  
E-mail: [drawing.dswc@punjab.gov.in](mailto:drawing.dswc@punjab.gov.in)

To

Divisional Soil Conservation Officer,  
Hoshiarpur

Memo No: 117/CCS/DB/Chandigarh Date: 10/Feb/2026

**Subject: Regarding Approval of DNIT No. DSWC/HSP/2025-2026/10**

With reference to the subject cited above, the Detailed Notice Inviting Tender (DNIT) received from your office on the e-approval portal vide DNIT No. DSWC/HSP/2025-2026/10 for the work described below has been examined and is hereby approved:

<b>DNIT Ref No.</b>	DSWC/HSP/2025-2026/10
<b>Work Type</b>	Water Recharging Structures
<b>Name of Work</b>	Construction of Stone Masonry Water Recharging and crate wire structures at Vill Labbar under Sub Division Talwara and at Vill Thana under sub division Hoshiarpur
<b>Amount</b>	Rs. 31,50,800.00 /- (Thirty One Lakh Fifty Thousand Eight Hundred Rupees Only)

Any corrections/addendums made, if applicable, have been updated on the e-approval portal. You are requested to thoroughly verify the portal before uploading the e-tender.



(GS Dhillon)  
D.S.C.O. (Engg.)  
O/o Chief Conservator of Soils, Punjab

**Endst.No.:** 118/CCS/DB/Chandigarh Date:10/Feb/2026

A Copy of the above is forwarded to Conservator of Soils Mohali for information & necessary action please.



(GS Dhillon)  
D.S.C.O. (Engg.)  
O/o Chief Conservator of Soils, Punjab