

ਪੰਜਾਬ ਵਾਟਰ ਸਪਲਾਈ ਅਤੇ ਸੀਵਰੇਜ ਬੋਰਡ,  
ਪਲਾਟ ਨੰ: 1-ਬੀ, ਸੈਕਟਰ 27 - ਏ ਚੰਡੀਗੜ੍ਹ।

ਵਲੋ

ਇੰਜੀਨੀਅਰ-ਇਨ-ਚੀਫ  
ਕਮ ਤਕਨੀਕੀ ਸਲਾਹਕਾਰ

ਵਿਖੇ

ਸਾਰੇ ਮੁੱਖ ਇੰਜੀਨੀਅਰ(ਫੀਲਡ ਵਿੱਚ)  
ਸਾਰੇ ਨਿਗਰਾਨ ਇੰਜੀਨੀਅਰ(ਫੀਲਡ ਵਿੱਚ)

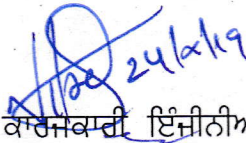
ਨੰਬਰ-ਪਵਸਸਬ-2019/ਵ/ 23385-406 ਮਿਤੀ 25-10-19

ਵਿਸਾ:-

**Demand For Amendment of Clause 25(V) of Standard Bid Document of Punjab Water Supply & Sewerage Board as per Latest as per provisions of Arbitration and Conciliation act 1996 as amended in 2015 and further amended in 2019(Act No. 33 of 2019, dated 09.08.2019).**

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ ਆਪ ਨੂੰ ਜਨਰਲ ਸਕੱਤਰ, ਪਵਸਸਬ ਕੰਟਰੈਕਟਰਜ਼ ਐਸੋਸੀਏਸ਼ਨ ਪੰਜਾਬ ਲੁਧਿਆਣਾ ਵਲੋਂ ਪ੍ਰਾਪਤ ਪੱਤਰ ਨੰ: ਪਵਸਸਬ/ਕੰਟਰੈਕਟ/2019 ਮਿਤੀ 24.8.2019 ਦੀ ਨਕਲ ਭੇਜਦੇ ਹੋਏ ਲਿਖਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਵਿਸ਼ੇ ਸਬੰਧੀ ਮਾਮਲੇ ਤੇ ਆਪਣੀ ਟਿੱਪਣੀ ਤੁਰੰਤ ਇਸ ਦਫਤਰ ਨੂੰ ਭੇਜੀ ਜਾਵੇ ਤਾਂ ਜੋ ਲੋੜੀਂਦੀ ਕਾਰਵਾਈ ਕੀਤੀ ਜਾ ਸਕੇ।

ਨੱਥੀ/- ਉਕਤ ਅਨੁਸਾਰ

  
ਕਾਰਜਕਾਰੀ ਇੰਜੀਨੀਅਰ(ਕੰਮ)

# PUNJAB W/S & SEWERAGE BOARD

## CONTRACTORS ASSOCIATION, PUNJAB

ADDRESS : # 1044, DAYAL NAGAR, GHUMAR MANDI, LUDHIANA, PB.

Email : [pwssbcontractorassociation@gmail.com](mailto:pwssbcontractorassociation@gmail.com)

PWSSB/CONT/ASSN/PB/2019

DATED 24/08/2019

To,

The Principle Secretary,  
Local Government of Punjab,  
Chandigarh.

Sub:- DEMAND FOR AMENDMENT OF CLAUSE 25(V) OF STANDARD BID DOCUMENT OF PUNJAB WATER SUPPLY & SEWERAGE BOARD AS PER LATEST AS PER PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1996 AS AMENDED IN 2015 AND FURTHER AMENDED IN 2019 (ACT No. 33 of 2019, dated 09.08.2019).

Sir,

Most respectfully it is submitted that Government of India vide notification dated 09.08.2019 had amended the ARBITRATION AND CONCILIATION ACT 1996 with ARBITRATION AND CONCILIATION ACT (AMENDEMENT ACT) 2015 and had further AMENDED the ARBITRATION AND CONCILIATION 2019 (ACT No. 33 of 2019, dated 09.08.2019), as per Schedule 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup> of Act concerned serving Superintending Engineer of PUNJAB WATER SUPPLY & SEWERAGE BOARD or any other serving officer etc. cannot act as Arbitrator.

In this regard, it is further submitted that Hon'ble Supreme Court of India vide various judgments to maintain the independence & impartiality had also taken the same view that concerned serving Superintending Engineer of PWSSB or any other serving officer etc. cannot act as Arbitrator as such in the interest of justice, we demand for the amendment of clause 25(v) of SBD as under:-

S.no / Clause	Existing clause no.25 (v) in SBD.	To be amended as per Arbitration and Conciliation Act 1996 as Amended in 2015 and further amended in 2019.
1 / 25 (V)	All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration as per following :-	All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration as per following :-
a	a. For original contract of the value upto Rs. 5.00 Crore, the disputes shall be referred to the sole arbitration of the Superintending Engineer of the concerned circle of Punjab Water Supply & Sewerage Board acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government, in which event, the Employer shall appoint any other Superintending Engineer of the department to act as an arbitrator on receipt of a request from either party.	a. For original contract of the value upto Rs. 5.00 Crore, the disputes shall be referred to the sole arbitration as per the provisions of Arbitration and Conciliation Act 1996 as Amended in 2015 and further amended in 2019.




S.no / Clause	Existing clause no.25 (v) in SBD.	To be amended as per Arbitration and Conciliation Act 1996 as Amended in 2015 and further amended in 2019.
b	b. For original contract of the value more than Rs. 5.00 Crore and upto Rs. 15.00 Crore, the disputes shall be referred to the sole arbitration of any other Superintending Engineer of the department to be appointed by the Employer.	b. For original contract of the value more than Rs. 5.00 Crore and upto Rs. 15.00 Crore, the disputes shall be referred to the sole arbitration as per the provisions of Arbitration and Conciliation Act 1996 as Amended in 2015 and further amended in 2019.
c	c. For original contracts of the value more than Rs. 15.00 Crore, the disputes shall be referred to the Arbitral Tribunal consisting of three (3) members. The composition of tribunal will be as under :-	b. For original contract of the value more than Rs. 15.00 Crore, the disputes shall be referred to the Arbitral Tribunal consisting of three (3) members as per the provisions of Arbitration and Conciliation Act 1996 as Amended in 2015 and further amended in 2019.
i.	One official member, Chairman of the Tribunal, who shall be a serving Chief Engineer of Punjab Water Supply & Sewerage Board other than the Chief Engineer incharge of the work. The appointment of the chairmanship of the Tribunal shall be done by the Employer;	i. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor.
ii.	One official member, not below the rank of Superintending Engineer (serving) of the Punjab Water Supply & Sewerage Board to be appointed by the Employer and	ii. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator.
iii.	One non-official member, who will be a technical expert, not below the rank of Superintending Engineer (serving/retired) of the Punjab Water Supply & Sewerage Board selected by the Contractor from a panel of three (3) persons given to him by the Employer.	iii. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the both arbitrators appointed subsequently, then any party shall be at liberty to take shelter of section 11 of Arbitration and Conciliation Act 1996 as Amended in 2015 and further amended in 2019.
		iv. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (i) and (ii) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then any party shall be at liberty to take shelter of section 11 of Arbitration and Conciliation Act 1996 as Amended in 2015 and further amended in 2019.

Keeping in view the above facts & law laid down by GOI & Apex Court, the clause 25(v) shall be amended as requested above from the Standard Bid Document for the upcoming tenders please. Thanking you and assuring your good self of our full cooperation at all times, we remain.

Your immediate action will be highly appreciated.

Thanks & Regards  
For & Behalf of PWSSB Contractors Association Punjab

  
Gen. Sec.