



Government of West Bengal
Irrigation & Waterways Directorate
Central Tender Unit

Jalasampad Bhawan, 8h Floor, Salt Lake, Kolkata-700001

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5th Corrigendum

e-NIT No - WBIW/CTU/CE(North)/e-NIT-26(e)/ 2025-26 , S.L no.- 1

Tender Id: 2026_IWD_982630_1

Name of work : “ Bank protection works for a total length of 2850 m to the left bank of river Ganga and right bank of river Koshi including restoration of Ring Bundh for a length of 500 m by using geosynthetic Concrete Mattress / Articulated Concrete Block from Kesharpur to paschim Ratanpur within PS : Bhutni & Ratua , Block Manichak & Ratua –I in the District : Malda . “

The description mentioned below is hereby incorporated as Clause 30 and Clause 31 of the e-NIT under ‘**Special Term and Condition of the Contract (SCC)**’ and some modification also incorporated vide Page No. 2(List of Works) Column No. 8 A of e-NIT

All other terms and condition as laid down in the instant e-NIT will remain unchanged.

To be read as Clause no -30 and Clause -31 under Special terms and Condition of the Contract of e-NIT.

Clause 30: Defect Liability

In lieu of the provision of Defect Liability Period of 180 days as stipulated in the Clause 17 of W.B Form No. 2911 (Contractor liable for damage done and for imperfections for 180 days after certificate), the **Defect Liability Period (DLP)** shall be **05 (Five) years** from the date of issue of the Completion Certificate, with all other provisions of the clause remaining unchanged.

The Contractor may, however, claim for refund of the security deposit, amounting to **10%** of the contract value, within the Defect Liability Period (DLP), on deposition of unconditional Bank Guarantee from any Scheduled Bank for the identical amount.

Clause 31: Arbitration Clause

In case of any disputes on the contract resolved by the Departmental Dispute Redressal Committee (Constituted as per Clause 25 of WB Form no 2911), either party may refer a decision of the Departmental Dispute Redressal Committee to an Arbitrator within 28 days of the Departmental Dispute Redressal Committee’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Departmental Dispute Redressal Committee’s decision shall be final and binding.

The procedure for arbitration will be as follows:

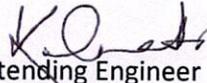
- (a) In case of dispute or difference arising between the Client (IWD) and the Contractor relating to any matter arising out of or connected with this contract agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2021. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Client (IWD) and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. 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 Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.
- (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of

Arbitration, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at **Kolkata, India**, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

1. To be read in place vide Page No. 2(List of Works) Column No. 8 A(i) , A(ii) of e-NIT

Reference	Please Read	Instead of
Page No. 2(List of Works) Column No. 8 A(i) of e-NIT	The bidder must have satisfactorily completed at least 1 (one) work of 'similar in nature' for other than Consortiums/Joint Ventures under Government Sector within last five FYs on the date of publication of this NIT of Gross monetary value of Rs. 22,92,62,224.00 (30% of the Amount put to Tender) Gross monetary value is calculated based on final billed value given in Credential Certificate (CC) multiplied by inflationary factor executed within preceding five FYs of similar nature for which the bidder chooses to participate in this NIT. The same shall be minimum of Rs. 45,85,24,449 (60% of the Amount put to Tender) for aggregate value with 3 (three) nos. of works of 'similar in nature' for Consortium/JV	The bidder must have satisfactorily completed at least 1 (one) work of 'similar in nature' under Government Sector within last five FYs on the date of publication of this NIT of Gross monetary value of Rs. 22,92,62,225.00 (30% of the Amount put to Tender) Gross monetary value is calculated based on final billed value given in Credential Certificate (CC) multiplied by inflationary factor executed within preceding five FYs of similar nature for which the bidder chooses to participate in this NIT. The same shall be minimum of Rs. 45,85,24,449.00 (60% of the Amount put to Tender) for Consortium/JV
Page No. 2 (List of Works) Column No. 8 A(ii) a. of e-NIT	a. Major Item description in brief: Protection Work as per Clause 7 II e. of this e-NIT (25% of Tender BoQ or above) e. protection work: All types of river/ canal/ pond/ embankment/ road/coastal protection works using PCC/ RCC/Bricks, Boulders/ Bats/polythene/ Polypropylene /HDPE/ Nylon/ jute/ geo-jute/ Geo-textile/ Bullah / MS Sheet piles/ Bamboos.	a. Major Item description in brief: Protection Work as per Clause 7 II e. of this e-NIT (25% of Tender BoQ or above) e. protection work: All types of river / canal/ pond/ embankment/ road/coastal protection works using PCC/RCC/Bricks, Boulders/ Bats/polythene/ Polypropylene /HDPE/ Nylon/ jute/ geo-jute/ Bullah / MS Sheet piles/ Bamboos.


 Superintending Engineer 24/2/24
 Central Tender Unit
 Irrigation & Waterways Directorate

Memo No. CTU/T/315/1 (29)

Dated:- 24th February, 2026

Copy forwarded for information and wide circulation through the office Notice Board and to the:

1. **P.S. to Hon'ble Minister, I. & .W. Deptt.**, Jalasampad Bhawan, Salt Lake, Kolkata-700 091.
2. **Senior P.A.** to Additional Chief Secretary, **I. & .W. Deptt.**, Jalasampad Bhawan, Salt Lake, Kolkata-700 091.
3. **Secretary, I. & .W. Deptt.**, Jalasampad Bhawan, Salt Lake, Kolkata-700 091.
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14. **Superintending Engineer**, North Irrigation Circle-I, Green Park, P.O. Makdampur, Malda,
15. **Superintending Engineer**, North Irrigation Circle-II, Berhampore, Murshidabad, West Bengal 742101
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29. **Notice Board**, Central tender Unit.

Sd/-
Superintending Engineer
Central Tender Unit
Irrigation & Waterways Directorate