



**Government of West Bengal
Irrigation & Waterways Directorate
Central Tender Unit**

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

E-Mall ID: ctuiwd@gmail.com

5th Corrigendum

e-NIT No WBIW/CTU/CE(North)/e-NIT-27(e)/ 2025-26 , S.L no.- 1

Tender Id: 2026_IWD_982654_1

Name of work : Anti-erosion work to the left bank of river Ganga for a length of 5900 m at Kataha Diara from Bengal-Bihar border at Srikantatola to off take point of river Kosi within PS : Ratua , Block : Ratua – I in the District Malda . “

The description mentioned below is hereby incorporated as Clause 30 of the e-NIT under ‘ **Special Term and Condition of the Contract(SCC)** ‘ .

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

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

In case of any disputes on the contract resolved by the Departmental Dispute Redressal Committee (Constituted as per Cl 25 of WB Form No-2911), either party may refer a decision of DRC to an Arbitrator within 28 days of the DRC’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the DRC’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.
- (d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (g) The Arbitrators should give final award within 120 days of starting of the proceedings.
- (h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Client (IWD) shall not be withheld, unless they are the subject matter of the arbitration proceedings.


Superintending Engineer
Central Tender Unit
Irrigation & Waterways Directorate

17/2/26

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.
4. **Chief Engineer- North, I & W Dte.**, Govt. of West Bengal, Green Park Irrigation campus, Mokdumpur, Malda-732103.
5. **Chief Engineer- D & R, I & W Dte.**, Govt. of West Bengal, Jalasampad Bhawan, Salt Lake, Kolkata-700 091
6. **Chief Engineer- West, I & W Dte.**, Govt. of West Bengal, Kanainatsal, P.O.-Sripally, Dist.-Purba bardhaman-713103
7. **Chief Engineer- South-West, I & W Dte.**, Govt. of West Bengal, Khasjungle, P.O.-Abas, Dist.-Paschim Medinipur-721102
8. **Chief Engineer- South, I & W Dte.**, Govt. of West Bengal, Jalasampad Bhawan, Salt Lake, Kolkata-700 091
9. **Chief Engineer & Project Director, SPMU, WBMIFMP**, Jalasampad Bhawan, Salt Lake, Kolkata-700 091
10. **Chief Engineer(North-East), I & W Dte.**, Govt. of West Bengal, Club road, Jalpaiguri
11. **Chief Engineer-(TBP), I & W Dte.**, Govt. of West Bengal, Teesta Sech Bhavan, 2nd Mile, Sevok Road, Siliguri, Dist- Darjeeling, Pin-734001
12. **Savadhupati, Birbhum Zilla Parishad**, Suri, Dist.-Birbhum, West Bengal 731101.
13. **District Magistrate, Birbhum District**, Suri, Dist.-Birbhum, West Bengal 731101.
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
16. **Superintending Engineer, Mayurakshi Canal Circle**, Suri, Birbhum
17. **Superintending Engineer, Metropolitan Drainage Circle**, Jalasampad Bhawan, Salt Lake, Kolkata – 700091.
18. **Superintending Engineer, Greater Calcutta Drainage Circle**, Jalasampad Bhawan, Salt Lake, Kolkata – 700091.
19. **Superintending Engineer, Western Circle-I Circle**, Jalasampad Bhawan, Salt Lake, Kolkata – 700091.
20. **Superintending Engineer, Eastern Circle**, Jalasampad Bhawan, Salt Lake, Kolkata – 700091.
- (21-28). **Executive Engineer**, Mayurakshi Head Quarters Division , Mayurakshi South Canal Division, Mayurakshi North Canal Division, Ganga Anti Erosion Divn-I/II/, Malda (I) Divn./ Mahananda Embankment Divn, Berhampore (I) Divn.
29. **Notice Board, Central tender Unit.**

Sd/-

Superintending Engineer
Central Tender Unit
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