

Amendment - 6

Name of the Work: Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 and disposal of the dredged material downstream at designated location

Contract Package No: IN-IWAI-332925-CW-RFB

| S No. | Section No. Clause, Sub Clause No. | Existing Text | To be Read as |
|--------------|---|--|---|
| 1. | ITB 4.1 | <p>Bids from Joint ventures are acceptable. Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be: 3 (Three) (b) Place where the agreement to form JV to be registered is New Delhi, India (c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [in case of a successful bid]. (d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer</p> | <p>Bids from Joint ventures are acceptable. Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be: 3 (Three) (b) It is not mandatory to get the JV registered, interested bidders are requested to submit a JV Agreement duly notarized in India. (c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [in case of a successful bid]. (d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer</p> |