

FORM OF JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEENANDFOR BIID SPECIFICATION NO.....OFP.VVNL

THIS Joint Venture Agreement executed on this.....day ofTwo thousand and..... between M/s. a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns), M/s.....a company incorporated under the laws of.....and having its Registered Office at..... (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of.....and having its Registered Office at ----- (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Specification No.: for Construction ofPaschimanchal Vidyut Vitran Nigam Ltd., Meerut (hereinafter called the "Employer").

WHEREAS the Employer invited bids as per the above mentioned Specification for the design manufacture, supply and erection, testing & commissioning of Equipments/Materials stipulated in the bidding documents.

AND WHEREAS Qualification Requirement of the Bidder and other sections forming part of the bidding documents, stipulate that a Joint Venture of two or more qualified firms as partners, meeting the requirement of tender document may bid, provided the Joint Venture fulfills all other requirements of tender document and in such a case, the BID shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Employer vide proposal Nodated..... by Lead Partner based on the Joint Venture agreement between all the Partners under these presents and the bid in accordance with the requirements of tender documents including pre qualification.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Employer to the Joint *Venture* partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipment in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partners of the Joint Venture agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).
4. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in -----
--of this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.
6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India, the lower courts of Meerut and High court of Allahabad shall have the exclusive jurisdiction in all matters arising there under.
7. In case of an award of a Contract, We the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Employer in the forms acceptable to purchaser for value of 10% of the Contract Price in the currency/currencies of the Contract.
8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Employer discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of.....
has been affixed in my/our presence
pursuant to the Board of Director's
resolution dated.....

For Lead Partner

(Signature of authorized
representative)

Signature.....
Name.....
Designation.....

Name.....
Designation.....
.....

Common Seal of the company

2. Common Seal of.....
has been affixed in my/our presence
pursuant to the Board of Director's
resolution dated.....

For other Partners

(Signature of authorized
representative)

Signature.....
Name.....
Designation.....

Name.....
Designation.....
.....

Common Seal of the company

WITNESSES:

1.

2.

(Signature)
Name
.....

(Signature)
Name
.....

(Official address)

(Official address)

