

दक्षिण पूर्व रेलवे

**South Eastern Railway**

**PARTICIPATION OF JOINT VENTURE (JV) FIRMS FOR TWO PACKET  
SYSTEM TENDER**

Memorandum of Understanding (MOU) for Joint Venture Participation  
(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act.)

**JOINT VENTURE PARTICIPATION  
BETWEEN**

M/s.....having its registered office at ..... (hereafter referred to as.....) acting as the Lead Partner of the first part and

M/s.....having its registered office at .....(hereafter referred to as ‘.....’) in the capacity of a Joint Partner of the other part.  
(If more than two partners include the details accordingly).

Now all the parties i.e. \_\_\_\_\_ and \_\_\_\_\_ will be known as M/s \_\_\_\_\_ (JV).

The expressions of .....and .....shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS; South Eastern Railway (hereinafter referred to as “Client”) has invited bids for .....(insert name of work) .....

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 The ‘Parties’ have studied the documents and have agreed to submit their bid as Joint Venture (JV).

2 M/s.....shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of Tender proposals, the parties agree to nominate M/s .....as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client.

3 The ‘Parties’ have resolved that the distribution of share and responsibilities is as under:

a) Lead Partner share .....%;

Responsibilities.

i) .....

ii) .....

iii) .....

(Technical, Financial & other obligations)

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b) Other Joint Venture Partner's share -----%

Name .....

Responsibilities. i) .....

(Technical, Financial & other obligations) ii) .....

iii) .....

c) Other Joint Venture Partner's share -----%

Name .....

Responsibilities. i) .....

(Technical, Financial & other obligations) ii) .....

iii) .....

**4 JOINT AND SEVERAL LIABILITY**

Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

**5 ASSIGNMENT AND THIRD PARTIES**

No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

**6 AUTHORIZED MEMBER**

Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

**7 VALIDITY**

This MOU shall remain in force till the occurrence of the earliest of the following, unless by mutual consent, the parties agree in writing to extend the validity for a further period.

a. Tender submitted by the joint venture is declared unsuccessful, or

b. Cancellation/shelving of the project by the client for any reasons prior to award of work.

In case, the Tender submitted by the joint venture is declared successful; the validity of this MOU shall be extended till the JV agreement is signed and got ratified.

**8** This MOU is drawn in .....number of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s. & .....M/s..... and a copy submitted with the proposal.

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- 9 This MOU shall in all respects be governed by and interpreted in accordance with Indian Laws.
- 10 **NOTICES**  
Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.
- 11 **JV Agreement.**  
We are aware, that after issue of LOA by the Railway Administration, an agreement among the members of the JV firm has to be executed and got registered before the Registrar of Companies under the Companies Act or with the Registrar/Sub-Registrar under the Registration Act. This agreement shall be submitted by the JV firm to the Railways as per Railway's standard J.V. Agreement format before signing the contract agreement for the work. In case the JV partners fail to observe/comply with stipulations, other penal actions due shall be taken against partners of the JV and the JV by the Railways and we shall be banned from submission of bids in any works/ service tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.
- 12 We shall furnish along with the tender requisite documents as mentioned of the guidelines of Railway for participation of J.V. firms in works tender.

**Declaration**

It is to certify that we have not been black listed or debarred by the Railways or any other ministry/departments of the Govt. of India/State Govt. from participation intenders/contract in the past either in our individual capacity or the J.V. firm or partnership firm in which we were members/partners.

Lead Partner

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(Name and Address)  
Address)

Other Partner(s).

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(Name and

Name and Address of the J.V. firm

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first  
before written.

M/s.....

M/s.....

.....

(Seal)

(Seal)

Witness:

(i). .... (Name & Address)

(ii). .... (Name & Address)