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. The stamp paper to be in the name of the company who is issuing the Power of Attorney).

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/ OPEN LINE Organization acting through**

DRM/Engg/CKP (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)

Signature Not Verified
Digitally signed by RAJEEV KUMAR GUPTA
Date: 2024.12.20 14:48:30 IST
Reason: IREPS-CRIS
Location: New Delhi

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 RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Railways for execution of the Project in accordance with General and Special Conditions of Contract. The JV members 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 firm 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 employer (Railways) in respect of the said tender/contract.

6 EXECUTIVE AUTHORITY

Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, 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 members of the JV firm.

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.

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.

On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

(a) 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.

(b) Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

(c) Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

12 We shall furnish along with the tender requisite documents as mentioned under Para 17 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 Other Partner(s).
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(Name and Address) (Name and Address)

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)