

ON NON JUDICIAL STAMP PAPER OF RS. 100/-

FORM OF JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (herein after referred to as “JVA”) is made and entered on this..... day of....., 2015 at by and between:

Sri.....son of.....resident of....., hereinafter called LEAD PARTNER, which expression shall unless repugnant to the context or contrary to the meaning thereof, includes successors, executors, administrators and assigns names above and their heirs, administrators, executors and assigns, of the First Part.

AND

.....having its registered office at.....represented by.....hereinafter called TECHNICAL PARTNER, which expression shall unless repugnant to the context or contrary to the meaning thereof, includes successors, executors, administrators and assigns named above and their heirs, administrators, executors and assigns, of the Second Part.

(Hereinafter also referred to individually as “**party**” and collectively as “**the parties**”)

WHERE AS:

Inland waterways authority of India (here in called the “Employer”) has invited online tenders vide Notice inviting tender no.....date..... and amendments issued there on for the work “.....”(herein referred to as “**work**”). The contract for which tenders are invited shall hereinafter be termed as “**contract**” WHEREAS the parties agree to form a joint venture for the purpose of participating in the tender for the work and to execute the Work if successful in award of the contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 1, Formation of joint Venture agreement

1.1 The parties do here by irrevocably constitute a joint venture for the of jointly participating in the bidding process, submit the bid and execute the contract with the employer for the project if qualified and awarded.

Article 2, Name and Address of the joint venture:

2.1 The name of the joint venture shall be “.....JOINT VENTURE” (Herein after referred to as “**Joint Venture**”)

2.2 The head office of the joint venture shall be located at

Article 3, Participation

3.1 All the parties agree the their respective shares of participation in the joints venture shall be:

<u>Name of Party</u>	<u>Percentage of share</u>	
FIRST PARTY	:	%
SECOND PARTY	:	%
Any other party		

Article 4, Roles and responsibilities

The parties hereby undertake to perform the roles and responsibilities as described below:

- 4.1 Shall be the lead partner fo the joint venture and shall be nominated as being partner-in-charge and is responsible for performing key function of contract management and shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract (including payments) shall be carried out exclusively through the Partner-in-charge. All other parties are the Partners of Joint Venture.
- 4.2 The partner-in-charge do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the contract.
- 4.3 All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with Contract terms.
- 4.4 The roles and responsibilities of each party of Joint venture are as stated below:
 - a) Lead Partner – For financial and Execution of contract.
 - b) Technical Partner – for Technical advice and Support.
- 4.5 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other

equally competent part acceptable to the Employer to ensure the execution of the partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the contractor liable for action by the Employer under the conditions of Contract if the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.

Article 5 : Joint venture Management Board

- 5.1 A Management Board will be constituted which shall be composed of three member, one member to be nominated by each party. The Chairman will be nominee of the.....
- 5.2 A Project Manger will be appointed by the Joint Venture Management Board and he will have powers as delegated by Board and he will co-ordinate the works being done by the parties to the satisfaction of the authorities. The Project Manger will be directly responsible to the Joint Venture Management Board.

Article 6: Validity of this JVA

- 6.1 This JVA shall come into effect form the date it is signed and remain valid till the completion fo the work including the defect liability and Operation and Maintenance Periods and till all the matters in connection with the work for which the agreement is signed completed and settled.
- 6.2 Further the Joint Venture Partners agree that the above undertaking is without any prejudice to the various liabilities of the partners of the Joint Venture (Bidder) including the contract security deposit as well as all the other obligations of the contract.
- 6.3 This JVA shall automatically stand terminated if any one of the following events occurs.
 - a) The present Joint Venture does not succeed in the Tender for the Work.
 - b) The present tender is cancelled /abandoned by the Employer.
 - c) The Work is fully completed in terms of the contract, defects liability period is over and the accounts between the parties are finally settled.
 - d) All the responsibilities of the Joint Venture in the Contract are fulfilled.

Article 7. Bank Account

- 7.1 A joint Venture Bank Account shall be opened in the name of the Joint Venture with a designated bank and such account shall be operated under.....signature of the partner-in-charge.

- 7.2 The payments received from the Client shall be deposited in the said Joint Venture's bank Account only.
- 7.3 All the expenses relating to the project shall be met from the said Bank Account.

Articles 8: Exclusiveness

8.1 The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other third party or parties take part in the Tender for the said Work. Each Party further guarantees to the other party hereto that this undertaking shall also apply to this subsidiaries and companies under its direct or indirect control.

Articles 9: Confidentiality

- 9.1 No Party hereto shall disclose to any third party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any party in connection with the subject matter of the JVA, except by the order of any court of Law or lawful authority.
- 9.2 Each Party shall maintain confidentiality and do not use for any purpose not related to the Project all commercial and technical information or generated in the course of preparation and submission of the Tender.

Article 10: Arbitration

10.1 In case of any dispute, controversy or claim arising out of or relating to this **JVA** or the breach thereof shall, in the first instance, be settled amicably between the parties hereto.

However, the event that parties are not able to arrive to a resolution after direct negotiations regarding dispute, controversy or claim relating to this agreement or breach thereof then the same shall be referred to the decision of the arbitrator, appointed by the parties hereto with their mutual consent, whose decision shall be final and binding on the parties to the **JVA**. The provisions of Arbitration and conciliation Act 1996, shall apply to the arbitration proceedings. The venue of the arbitration shall be..... The arbitration Proceedings shall be conducted in English language only.

10.2 The parties are not entitled to stop or suspend the work or performance of the **JVA** merely by reason of the reference of a dispute to arbitration and the parties shall continue with the execution of the Project irrespective of the Arbitration proceedings.

Article 11: Assignability

11.1 The interest and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the other Party and if required, with the consent of the Employer.

Article 12: Others

12.1 Any other mattes not contained in this **JVA** shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation. The parties further agreed that after award of the work to the **Joint Venture**, they will enter into a detailed agreement specifying the scope of the work, rights and responsibilities of each party for execution of the work as per the terms and conditions of this **JVA**.

Article 13: Miscellaneous

13.1 This Joint Venture Agreement shall be governed by laws of India.

IN WITNESS WHERE OF, THE AUHTORIZED REPRESENTATIVES FO THE PARTIES HERETO HAVE EXECUTED THIS JVA ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

For

For

In Witness whereof