

## PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this..... day of:.....2023 by and between (i) M/s. (**Name Of the firm to be filled-in**) ....., (ii) M/s.....(**Name of the firm to be filled- in**),....., primarily for the work under the DEENDAYAL PORT AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium.

### **1. Formation of Joint Venture / Consortium**

1.1. (i) M/s... (**Name of the firm to be filled in**) is engaged in

.....(*Details of the works undertaken by the party*)

(ii) M/s... (**Name of the firm to be filled in**) is engaged in

.....(*Details of the works undertaken by the party*)

(iii) .....

1.2. On behalf of Board of Deendayal Port Authority (hereinafter referred to as

Employer), the Chief Engineer, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafid Developers with proven technical and financial capabilities of executing the work \_\_\_\_\_

\_\_\_\_\_

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the DEENDAYAL PORT AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....**Name of Partner to be filled in** ) shall be the Lead Partner and (i) (.....**Name of Partner to be filled in** ), (ii) (.....**Name of Partner to be filled in**.....),..... shall be the

other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS  
FOLLOWS

1.4. The Joint Venture/Consortium will be known as... (*.....Name of JV to be filled in.....*)..... and shall consist of (i) (*.....Name of the firm to be filled in.....*), (ii) (*.....Name of the firm to be filled-in.....*), , parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (*....Name of JV/Consortium to be filled in* ) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (*Name of the partner to be filled-in*) - .....

(ii) M/s..... (*Name of the partner to be filled-in*) - .....

(iii) .....

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....**Name of Partner to be filled-in** ) shall carry out the following works.....

c) (.....**Name of Partner to be filled-in**.....) shall carry out the following works

d) .....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the Board of Port of Deendayal for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV / Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take



1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the .....day of.....20...

(ii) Signature Name

Designation seal

&

Common seal of the firm

Witness 2

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/  
CONSORTIUM**

((To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on this ....day of .....(month) of 2018, we,

(i) (.....Name of legally authorized signatory of first partner to be filled in.....), (ii) (.....Name of legally authorized signatory of second partner to be filled in ),

..... hereby jointly authorize and

agree the Lead Partner, M/s (... Name of the lead partner to be filled in.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of "Procurement of 04 nos. of 100 MT & above capacity tyre mounted electric & diesel driven (duo) HMCs with operation & comprehensive AMC (CAMC) of three years after free CAMC of two years" exclusively through Lead Partner.

(i) Signature Name  
Designation seal &  
Common seal of the firm

(ii) Signature Name  
Designation seal &  
Common seal of the firm

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Signature, name and seal of the certifying authority/Notary Public