

**JOINT VENTURE AGREEMENT**

BETWEEN

**XXXX.**

AND

**XXXX**

For

**HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY:** (Name of the Work)

This JV Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2013 between **M/s** \_\_\_\_\_ having its office at \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”, on the one hand.

**AND**

**M/s** \_\_\_\_\_, having its Office at \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”, being the Second Party of this JV Agreement.

Whereas **HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY**, has invited Proposal for **Name of the Wrok**\_\_\_\_\_.

Whereas **M/s** \_\_\_\_\_ and **M/s** \_\_\_\_\_ have agreed to form a joint venture exclusively for submitting the **Proposal** for the said project, with **M/s** \_\_\_\_\_ as the Lead Consultant.

Now for the consideration of above said purpose, **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** agree as follows:

**M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** have decided to associate exclusively for submitting joint **Proposal** and to jointly execute the Project, if successful in securing it.

**M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** shall be jointly and severally responsible for satisfactory completion of the project.

The actual apportion of duties and responsibilities and or division of works between **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** is generally based on the details given in the work programme and manning schedule of the proposal. The distribution of the work /responsibilities/ duties and the distribution of human resources (key professionals) shall be finalized at the time of Contract Negotiations.

**M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** shall inform each other of all matters related to the project.

**M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** shall bear own expenses for preparation of the proposal, for contract negotiations and for signing the contract with **HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY**.

All documents and information received by **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** and vice-a-versa shall only be used for submission of the proposal for the said Project by each of them. Use of this information and documents for other project or passing these to other parties shall be possible only with express consent of the concerned party.

This Joint Venture Agreement shall become effective upon signature by both **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** and shall terminate in the following conditions:

When the joint proposal of **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** has been rejected;

In the event the Project is awarded jointly to **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** when the Project has been successfully completed and all responsibilities towards **HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY** and between **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** towards each other have been fulfilled.

Nothing contained herein shall constitute or be deemed to constitute any partnership between **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** and that they are entering into this agreement on principal to principal basis.

IN WITNESS WHEREOF, **M/s \_\_\_\_\_** and **M/s \_\_\_\_\_** have set their respective hands below at New Delhi on day and year written above.

For **M/s \_\_\_\_\_**.

For **M/s \_\_\_\_\_**.

**Name & Designation :**

**Name & Designation:**

**Witness :**

**Witness:**

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**FORMAT A – II      FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL**

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(On a Stamp Paper of relevant value)

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Consultancy Services for Comprehensive Transport Study (CTS) for Hyderabad Metropolitan Region (HMR) in the state of Andhra Pradesh, including signing and submission of all documents and providing information/ responses to Hyderabad Metropolitan Development Authority (“HMDA”), Government of Andhra Pradesh, representing us in all matters before GoAP, and generally dealing with HMDA in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Firm.*
- 3. In case the Proposal is signed by an authorised Director of the Firm, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.*