

ANNEXURE-7

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

**(On Non-Judicial Stamp Paper of Appropriate Value to be
Purchased in the Name of Joint Venture/Consortium)**

JOINT VENTURE/CONSORTIUM AGREEMENT BETWEENAND
..... FOR BID SPECIFICATION NO. OF (GRIDCO)

THIS JOINT VENTURE/CONSORTIUM AGREEMENT executed on thisday ofTwo thousand andbetween M/s..... a company incorporated under the laws of and having its Registered Office at..... (hereinafter called the “Lead Partner” which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the “Other Partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Tender No 01/2022.....for Procurement, Customization, Deployment of SAP Enterprise Resource Planning (ERP) Software in GRIDCO, a Govt. of Odisha Undertaking, having its. Registered Office at GRIDCO Office, Janpath, Bhubaneswar.

WHEREAS GRIDCO invited bids as per the above mentioned Specification for the Procurement, Customization, Deployment of SAP Enterprise Resource Planning (ERP) Software in GRIDCO stipulated in the bidding documents.

AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB), forming part of the bidding documents, stipulates that a Joint Venture/Consortium of two qualified firms as partners, meeting the requirement for the bid as applicable may bid, provided the Joint Venture/Consortium fulfills all other requirements jointly and in such a case, the BID shall be signed by the Lead partners legally bind both the Partners of the Joint Venture/Consortium, who will be jointly and severally liable to perform the Contract and all obligations thereunder.

AND WHEREAS the Joint Venture/Consortium agreement shall be attached to the bid and the contract performance guarantee will be submitted separately as per the format enclosed with the bidding document without any restriction of liability for either party.

AND WHEREAS the bid has been submitted to GRIDCO vide Bid Proposal Nodatedby Lead Partner based on the Joint Venture/Consortium agreement between the Partners under these presents and the bid in accordance with the requirements of Qualification Requirement of the Bidders, has been signed by the partners.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this Joint Venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by GRIDCO to the Joint Venture/Consortium partners, we, the Partners to the Joint Venture/Consortium agreement do hereby agree that M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto GRIDCO for the successful performance of the Contract and shall be fully responsible for the Procurement, Customization, Deployment of SAP Enterprise Resource Planning (ERP) Software in GRIDCO in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if GRIDCO suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance as per the contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to GRIDCO, on its demand without any demur. It shall not be necessary or obligatory for GRIDCO to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.
4. The financial liability of the Partners of this Joint Venture/Consortium agreement to GRIDCO, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture/Consortium agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture/Consortium agreement that of each of the Partners shall be as delineated hereunder.
 - a. the sharing of responsibilities and obligation.
 - b. Extent of participation of each party in the Joint Venture/Consortium.
 - c. Commitment of each party to furnish the Performance Security to the extent of his participation in the Joint Venture/Consortium.
 - d. Responsibility of each Partner of Joint Venture/Consortium (in terms of Physical and Financial involvement).
 - e. Working Capital arrangement of Joint Venture/Consortium.
 - f. Provision that NEITHER party of the Joint Venture/Consortium shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in Joint Venture/Consortium to any party including existing partner (s) of the Joint Venture/Consortium. The GRIDCO derives right for any consequent action (including blacklisting) against any or all Joint Venture/Consortium partners in case of any breach in this regard.
 - g. Management Structure of Joint Venture/Consortium with details.
 - h. Lead Partner to be identified who shall be empowered by the Joint Venture/Consortium to incur liabilities on behalf of Joint Venture/Consortium and to receive instructions for and on behalf of the Partners of Joint Venture/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
 - i. the Profit Sharing Ratio of the partners of the Joint Venture/Consortium.

6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.
7. In case of an award of Contract, We the Partners to the Joint Venture/Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of GRIDCO in the forms acceptable to GRIDCO for value of 3% of the Contract Price in the profit sharing ratio of our share in the Joint Venture/Consortium Agreement.
8. It is further agreed that the Joint Venture/Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till GRIDCO discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year mentioned above.

1. Common Seal..... of **For Lead Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)

Signature.....	Signature
Name.....	Name
Designation.....	Designation
(Common Seal of the company)	

2. Common Seal.....of **For Other Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized representative)

Signature.....	Signature
Name.....	Name
Designation.....	Designation
(Common Seal of the company)	

WITNESS

1. Signature:
Name:
Official Address:

2. Signature:
Name:
Official Address: