

Joint Venture / Consortium Agreement and Power of Attorney

[To be executed on stamp paper of the value prescribed by law, duly notarised, and submitted within the Technical Proposal by every bidder bidding as a Joint Venture/Consortium. A bid not accompanied by this document, duly executed and notarised, shall be rejected as non-responsive.]

THIS JOINT VENTURE / CONSORTIUM AGREEMENT is made on [date] between:

- (1) [Name of Member 1], [registration particulars], NTN [], of [address] (the "Lead Member");
 - (2) [Name of Member 2], [registration particulars], NTN [], of [address]; and
 - (3) [Name of Member 3, if any], [registration particulars], NTN [], of [address]
- (together, "the Members" and, collectively, "the Joint Venture").

WHEREAS the Members intend to submit a joint bid for Lot [] under Tender Reference No. [] issued by the Ministry of Religious Affairs & Interfaith Harmony ("the Procuring Agency"), NOW IT IS AGREED as follows:

1. Purpose and duration. The Members form this Joint Venture for the sole purpose of bidding for, and, if awarded, performing the Contract for Lot [] under the above Tender. This Agreement shall remain in force throughout the bid validity period and any extension of it and, if a Lot is awarded, throughout the currency of the Contract and the warranty period, and until all obligations to the Procuring Agency have been discharged in full.
2. Participating interests. The participating interest of each Member is: Member 1 (Lead Member) []%; Member 2 []%; Member 3 []%; total 100%. The Lead Member holds not less than fifty percent (50%) and every other Member not less than twenty-five percent (25%).
3. Scope. The scope of supply or work to be undertaken by each Member is: Member 1: []; Member 2: []; Member 3: [].
4. Lead Member and Power of Attorney. [Name of Member 1] is designated Lead Member. Each other Member irrevocably constitutes and appoints the Lead Member, acting through [Name and designation of authorised signatory], as its true and lawful attorney, with full power and authority to act for and to bind it and the Joint Venture in all matters relating to the bid and to any resulting Contract, including signing and submitting the bid and all forms and annexures, furnishing the Bid Security and the Performance Guarantee, giving and receiving notices and clarifications, attending bid openings, signing the Contract Agreement and any amendment to it, submitting invoices, and receiving payment. Every act of the Lead Member within this authority shall bind each Member as if done by it.
5. Joint and several liability. Each Member is jointly and severally liable to the Procuring Agency for the due performance of the whole of the Contract, irrespective of the internal allocation of scope or of participating interests, and the Procuring Agency may proceed against any one or more of the Members, or against all of them, for the whole. No Member shall plead any internal arrangement against the Procuring Agency.
6. No change without consent. No Member shall withdraw or be substituted, no Member shall be added, the identity of the Lead Member shall not change, and no participating interest shall be altered, at any time after the bid submission deadline, without the prior written consent of the Procuring Agency,
7. Payment account. All payments under the Contract shall be made to the following account of the Lead Member, and payment so made shall operate as a full and valid discharge of the Procuring Agency towards the Joint Venture and every Member: Bank []; Branch []; Title of account []; IBAN [].
8. Single bid. Each Member declares that it is not participating, whether individually or as a member of any other joint venture or consortium, in any other bid for the same Lot.
9. Governing law. This Agreement is governed by the laws of the Islamic Republic of Pakistan, and the courts at Islamabad shall have jurisdiction.

IN WITNESS WHEREOF the Members have executed this Agreement on the date first above written.

For and on behalf of Member 1 (Lead Member): _____ Name & Designation:
_____ Seal: _____

For and on behalf of Member 2: _____ Name & Designation:
_____ Seal: _____

For and on behalf of Member 3: _____ Name & Designation:
_____ Seal: _____

Witness 1: _____ CNIC: _____

Witness 2: _____ CNIC: _____

Attested / Notarised by: _____ Date: _____