

JOINT VENTURE AGREEMENT

This agreement of Joint venture made between:

M/S Nir Kamal Construction & Suppliers Pvt. Ltd., shortly known as “**Nir Kamal**”, having its head office at Kathmandu of the Lead partner (hereinafter referred to as First partner).

M/S Swornima Nirman Sewa shortly known as “**Swornima**”, having its head office at Sunkhani, Sindhupalchowk of the Second partner (hereinafter referred to as Second partner).

WHEREAS **Sunkoshi Rural Municipality, Sindhupalchowk** has invited sealed Tender from eligible firms or in joint venture for the **Construction works of 12 kilo Bekhsimle sunkhani sadak, Contract Id No.: SRM/NCB/01/2078-079**

Both the above mentioned parties are experienced Civil Contractors having lots of experience in Construction field and are desirous and have agreed to apply jointly for pre-qualification, bidding, construction, execution and maintenance of the above mentioned work.

As we both parties agree it upon follows:

1. The legal name of the joint venture will be **Nir Kamal ÷ Swornima Joint Venture.**
 2. The legal address of the Joint venture will be **Sunkhani, Sindhupalchowk**
Email: swornimanirmansewa@gmail.com
The Lead Partner of this joint venture is **M/S Nir Kamal Construction & Suppliers Pvt. Ltd.**
 3. Both partners of the Joint Venture shall be jointly and severally liable for the execution of the contract. All the parties have agreed that a board consisting of representative from each party will be formed which will be responsible for overall management to the job order to fulfill all contractual obligation to complete the job within the stipulated period.
 4. Both the parties have agreed that the contribution of each party for this PQ/contract will be below and the return from this contact and the loss will be shared as per each party's contribution.
 - a. **Lead Partner** : **51% (Fifty One Percent)**
 - b. **Second Partner** : **49% (Forty Nine Percent)**
 5. Both the expenses involved in execution of Contract shall be borne by each party in proportion to their participation ratio as explained on clause No. 5.
 6. Matters not stipulated in this agreement shall be decided between the parties mutually from time to time. Matters provided under this agreement or any of its term and condition may be amended.
- All the companies agreed on the Terms and Conditions mentioned above and signed the agreement today
September 12, 2021

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Lead Partner

Nir Kamal Shrestha

Managing Director

Nir Kamal Construction & Suppliers Pvt. Ltd.

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Second Partner

Laxman Budhathoki

Proprietor

Swornima Nirman Sewa

Nir Kamal / Swornima JV

Sunkhani, Sindhupalchowk

Email :-swornimanirmansewa@gmail.com

To,
Chief Administrative Officer
Sunkoshi Rural Municipality,
Sindhupalchowk

Date: September 12, 2021

Sub: - Power of Attorney

Project: - Construction works of 12 kilo Bekhsimle sunkhani sadak, Contract Id No.: SRM/NCB/01/2078-079

Dear Sir/Madam,

Known all men by these presents that under the company Act, we the undersigned lawfully authorize **Mr. Nir Kamal Shrestha**, whose specimen signature appears below, to act on behalf of **M/S Nir Kamal ÷ Swornima Joint Venture** to run all business activities related with the contract **Construction works of 12 kilo Bekhsimle sunkhani sadak, Contract Id No.: SRM/NCB/01/2078-079"** for the bidding of Tender, negotiation with the employer, execute the contract and conduct all necessary deals/agreements with this projects, received bill and retention payment dealing with all commercial banks, opening, operating and closing of bank accounts by his single signature, to authorize person to operate on behalf of him within Nepal and abroad. *This Undersigned shall acknowledge the legal effects the signing and sealing of the attorney holder of the power of attorney.*

Specimen Signature

Mr. Nir Kamal Shrestha

Joint Ventures Partners:

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Lead Partner
Nir Kamal Shrestha
Managing Director
Nir Kamal Construction & Suppliers Pvt. Ltd.

.....
Second Partner
Laxman Budhathoki
Proprietor
Swornima Nirman Sewa

Nir Kamal / Swornima JV

Sunkhani, Sindhupalchowk

Email :-swornimanirmansewa@gmail.com

To,
Chief Administrative Officer
Sunkoshi Rural Municipality,
Sindhupalchowk

Date: September 12, 2021

Sub: Joint Declaration Letter

Ref: Construction works of 12 kilo Bekhsimle sunkhani sadak, Contract Id No.: SRM/NCB/01/2078-079

Dear Sir/s,

I/ We the undersigned solemnly declare that my/Our Firm / company/Institution participating in the proposed bid:

1. Is not intelligible to participate in the bid.
2. Has not been punished for the profession or businesses related offence; and
3. Has not conflict of interest in the proposed bid procurement proceedings.

I/ We also understand that any evidence against above declaration made above shall disqualify me /us anytime from the procurement process/or also during the contract administration.

Thanking you and assuring you of our best service for all the time.

Joint Ventures Partners:

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Lead Partner

Nir Kamal Shrestha

Managing Director

Nir Kamal Construction & Suppliers Pvt. Ltd.

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Second Partner

Laxman Budhathoki

Proprietor

Swornima Nirman Sewa