**PROFORMA OF POWER OF ATTORNEY BY THE JOINT VENTURE/ CONSORTIUM MEMBERS**
**(Non Judicial Stamp of Rs.100/- duly notarized)**

KNOW ALL MEN BY THESE PRESENTS THAT WE PARTIES whose details are given hereunder:

1. M/s. (A company incorporated in the companies Act 1956// A partnership Firm reGistered under the Indian partnership Act 1932/ Proprietary ship concern solely owned, controlled and managed by etc.) having its reGistered office at (Complete address)
2. ---do---
3. ---do---

have entered into a Joint venture agreement for the purpose of securing the work of GETCO vide tender notice No._____ and having our ReGistered office/Head Office/ at (hereinafter called the Consortium/ Joint venture which expression shall unless repugnant to the context or meaning thereof, include is successors, administrators and assigns).

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint M/s. ----------
a Company _____ (name of leader) of and having its reGistered/Head Office at, as our duly constituted lawful Attorney (hereinafter call "Attorney" or "Authorised Representative" or Partner In charge or Leader of Consortium/ Joint venture) to exercise all or any of the powers for and on behalf of the Consortium/ Joint venture Company Members in regards to Specification No: _____ the bids for which have been invited by Gujarat Energy Transmission Co., Ltd., (herein after referred to as GETCO or the "Corporation".)

i) To submit proposal and participate in the aforesaid bid specification of the Corporation on behalf the "Consortium/ Joint venture Members".

ii) To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the Contract with the Corporation for and on behalf of the "Consortium / Joint venture Members".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".

v) In the event of an order placed on M/s. ----------

The work shall be executed by all the members as per Bidding Documents and as per the schedule hereunder:

**Schedule of Completion**

| Sr. No. | Completion Schedule | Name of 220 KV Sub-Station | Name of Bidder/Member of consortium/ Joint venture |
|---|---|---|---|
| 1 | | | |

The work of line/SS, to be executed by the Consortium/Joint venture members against order placed will be directly executed by the individual members/JVC to the GETCO and in the event of making payments , against individual invoices/bills or otherwise, will make the payment directly in the bank account of abovenamed joint venture company, duly reGistered thereby. GETCO will issue necessary

certificate/documents in the name of joint venture company and/or the lead party, as per rules and regulations.

vi) The Corporation may place only one order on the Leader of Consortium/ Joint venture incorporating the names of all the Consortium/ Joint venture Members and schedule of completion against each member, We, the members / parties confirm that commitments made and liabilities incurred by our Leader shall be binding on all the parties of the JVC duly formed (Consortium/ Joint venture Members) and all of us shall be jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.

vii) In the event of award of contract, we the Consortium/ Joint venture members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with specifications and within the schedule time.

viii) The leader of Consortium/ Joint venture is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium/ Joint venture members and entire execution of the contract.

ix) In the event of any default in executing contract, that is in execution of work in accordance with specifications and within the schedule time by any Member/Members of Consortium/ Joint venture, the remaining other member / members shall accept the liability and execute the contract in full as provided in clause –vii of this agreement.

x) We all the members of the consortium / Joint venture agree and undertake that in the event of any change in the constitution of any Consortium/ Joint venture Member the rights and obligations of the Consortium / Joint venture shall continue to be in full force without any effect thereof.

xi) We, all the members of consortium / Joint venture undertake that we shall not cancel or amend this agreement unilaterally and without the consent of GETCO and such consent will be obtained in writing. We also undertake that this agreement will be duly reGistered in any ReGistrar's office located in ----------

It is already understood that the lead party /Leader shall ensure performance of the contract(s) and if one or more above said party (Member) fail to perform their respective portion of the Contract (s) the same shall be deemed to be a default by all the abovesaid parties /JVC.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty period in terms of the Contract.
All the parties/members of above said Joint venture company hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representative/Leader quotes in the bid, negotiates and signs the Contract/other necessary documents, with GETCO and /or proposes to act on behalf of the Consortium / Joint venture company by virtue of this power of Attorney/Agreement and the same shall bind the said Joint venture company and its authorized representatives, as if done by itself.

IN WITNESS THEREOF the Members constituting the Consortium/ Joint venture as aforesaid have executed these presents on this day of under the Common Seal (s) of their companies.

For and on behalf of the Members of Consortium/ Joint venture.

_____

Attorney holder / Leader party

(Signed, seal by the company)

1) Signature, Name, Designation & Seal of each Company/Parties

2)---------- Do ----------

3)----------Do ----------

Signed and seal in the presence of witness.

1. Signature …….
   Name …….
   Designation ……..
   Occupation …….

2. Signature …….
   Name ……
   Designation ……
   Occupation ……

# JOINT VENTURE AGREEMENT

(On 100 Rs.Stamp paper duly notarized)
For

| |
|---|
| **NAME OF WORK: A/T No.:-** |
| **Detail of work :-** |

This Joint Venture agreement is made in India at _____ on _____ day of _____, 20___ by and between M/s._____, a company duly incorporated under the laws of Indian Companies Act of 1956 having its reGistered office at_____ (INDIA) (hereinafter referred to as the "First Party"/Lead Party) duly represented by Shri _____ as the One Party.

AND

M/s._____, a company incorporated under the Indian Companies Act of 1956 and having its reGistered office at _____ (hereinafter referred to as the "Second Party" duly represented by Shri. _____ as the other party.

The expressions, "First Party" & "Second party" shall wherever the context admit mean and include their respective successors in interest and permitted assigns and hereinafter referred to individually as the "Party and collectively as the "PARTIES'.

WHEREAS The Gujarat Energy Transmission Corporation (GETCO) (Hereinafter referred to as the Client") has invited tenders Notice No._____ Dtd._____for"_____
_____
_____ (Hereinafter referred to as "The Work").

AND WHEREAS Party of first part and party of second part have entered into an agreement, by setting up of a joint venture company (hereinafter called "JVC") to be set up in India for the purpose of securing the above said work of GETCO and to execute the work jointly and severally in the event of award of the contract.

In consideration of the mutual agreement and undertaking hereunder set out the parties to this agreement have granted the rights and accepted the obligations as follows:-

**NOW THIS JOINT VENTURE AGREEMENT WITNESSETH AS FOLLOWS:**

1) **INCORPORATION AS PER LAW OF INDIA:**

The parties (as above) agrees that they shall undertake to incorporate and form a Joint Venture Company (JVC) to be reGistered in India, under the Companies Act, 1956, by the name and style _____and will have its reGistered office at _____ (India) or such other place/s as the PARTIES may mutually agree upon. The principal place of business of these JVC shall be at _____(India). During incorporation of company and thereafter, the parties will obtain all the necessary Govt. approvals, formalities etc. and ensures GETCO about its legal compliance, as per law of India, as and when found necessary.

2) **Participation:**

The participating interest of the members of the JVC,as mutually decided, will be apportioned as _____% approximately for First Party and ____% approximately for the Second Party in the event of award of the contract to the JVC

3) **Lead Partner**:

It is agreed by the parties that M/s._____ Co. (i.e. party of _____ part) shall be treated as LEAD PARTY, for the said WORK of contract of GETCO. Thus remaining parties (as above) agrees to authorize the _____ (name of leader of lead party) to

exercise all or any of the powers in respect of the said WORK for and on behalf of all the parties as above, which shall be binding on all the parties jointly and severally.

4) **Billing & Payment:**

It is agreed by the parties that it shall open an exclusive bank account in the name of said JVC _____. Parties will submit their bills/invoices in the name of said JVC,or individually, whereas, GETCO in the event of payment will deposit the amount in there duly reGistered JVC account, only .

5) **Liabilities:**

All the parties of this joint venture agreement agrees and confirms that in the event of getting the award of the contract through successful bid, the execution of the work shall be complied efficiently and within stipulated time and that all the parties of this agreement shall be jointly and severally liable to comply and execute the work.

6) **Bank Guarantees**:

It is agreed between the parties that Bid Bond (in the form of Demand Draft and Bank Guarantee) and Performance Guarantee shall be arranged by them in their participation ratio, or as mutually agreed upon all the parties & affirmed by GETCO.

7) **ARBITRATION:**

In the event of any dispute arising between the parties and GETCO in respect of execution of this WORK, such disputes shall be resolved by arbitration to be held in GUJARAT in accordance with the Indian Arbitration Act. These agreement will be governed by and construed in accordance with Indian Law.

IN WITNESS WHEREOF THE PARTIES hereto has put their respective hands and seal on this day, month and year herein above written.

SIGNED SEALED AND DELIVERED _____
By within named
(Party of the FIRST PART/LEAD PARTY)

SIGNED, SEALED AND DELIVERED _____
By within named
(Party of the SECOND PART)

WITNESSES:

1 _____

2 _____

(Name and address of the witnesses)