

FORM OF CONSORTIUM/JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF VALUE RS.100/- TO BE PURCHASED IN ANY ONE  
NAME OF CONSORTIUM/JOINT VENTURE MEMBER)

THIS Consortium/ Joint Venture agreement executed on this ----- day of -----  
Two Thousand and ----- between M/s -----a company  
incorporated under the laws of ----- and having its registered  
office at ----- ( herein after called the " Lead  
Company " which expression shall include its successors , executors and permitted assigns),  
M/s -----a company incorporated under the laws of  
----- and having its registered office at -----  
(herein after called the Constituent company 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 "Member" 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 Specification No.  
CE/NCES/OT No.1/2012-13 " for the establishment of Solar Power Plant and to sell solar power  
to the TANGEDCO" having its registered office at NPKRR Maaligai, 144, Anna Salai, Chennai-  
600 002, Tamil Nadu (hereinafter called the "Owner"). The leader of the consortium/joint  
venture shall abide by the general terms and conditions specified by the purchaser.

WHEREAS the Owner invited bids as per the above mentioned Specification No.  
CE/NCES/OT No.1/2012-13 for the Procurement of Solar Power from Developers  
establishing Solar Power Plants of 1 MW or above capacity in the State of Tamil Nadu at  
the rate to be finalized through competitive bidding stipulated in the bidding  
documents.

AND WHEREAS Clause 1.7 (Bid Qualification Requirement), forming part of the bidding documents, stipulates that a consortium / joint venture of firms meeting BQR requirement, applicable may bid, provided the consortium/ Joint Venture fulfills all other requirements of Specification and in such a case, the BID shall be signed by the members so as to legally bind the members and who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid has been submitted to the Owner vide proposal No.-----  
----- dated ----- by Lead Company based on the Constituent agreement between all the consortium/joint venture partners under these presents and the bid in accordance with the requirements of Specification. (Qualification Requirements).

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

In consideration of the above premises and agreements all the Partners to this joint venture members do hereby now agree as follows:

- 1) In consideration of the award of the Contract by the Owner to the joint venture members, we, the members to the consortium/ joint venture agreement do hereby agree that M/s-----shall act as Lead company and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the Contract and shall be fully responsible for establishment of solar power plant and to sell solar power to TANGEDCO in accordance with the Contract.

2) In case of any breach of the said Contract by the Lead Company or other Constituent of the consortium/joint venture agreement, the Lead Company 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 the owner suffers any loss or damage on account of any breach in the Contract the Lead Company of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).

4) The financial liability of the members of this consortium/ joint venture agreement to the Owner, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said consortium/ joint venture agreement, read in conjunction with 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 members of the agreement.

5) It is expressly understood and agreed between the members to this consortium/ joint venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Appendix-I (To be incorporated suitably by the member to this agreement). It is further agreed by the member that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this contract.

6) This consortium/ joint venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Chennai shall have the exclusive jurisdiction in all matters arising there under.

7) In case of an award of a Contract, we the consortium/ joint venture members do hereby agree that we shall be jointly and severally responsible for the scope of the tender respectively executed and Lead Company shall furnishing a Bank guarantee for Security Deposit / Performance favour of the PURCHASER in the forms acceptable to purchaser for value of Rs.30 Lakhs per MW in the currency/currencies of the Contract.

8) It is further agreed that the consortium/ joint venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable all the owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF the Partners to the consortium/joint venture agreement have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of	For Lead Company
has been affixed in my/our presence	
pursuant to the Board of Director's	(Signature of authorised
resolution dated.	Representative)
Signature	Name
Name	Designation
Designation	Common Seal of the company

2. Common seal of  
has been affixed in my/our presence  
pursuant to the Board of Director's  
resolution dated.

For other Constituents  
  
(Signature of authorised  
Representative)

Signature-----

Name-----

Name -----

Designation-----

Designation-----

Common Seal of the company

**WITNESSES:**

1. -----

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(Signature)

(Signature)

Name-----

Name-----

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(Official address)

(Official address)

Note: The above consortium agreement shall be furnished along with the Bid.