

CONSORTIUM AGREEMENT

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____ (The First Party i.e, the Prime Bidder) having its registered office at _____ (herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s _____ (The Second Party i.e, the Consortium Partner^{*}) having its registered office at _____ (herein after called the "Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, issued an NIT (herein after referred to as the said NIT) for Tender Ref _____ inviting bids from the individual Bidders for undertaking the work of _____ at _____ Project (herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____ (The First Party i.e, the Prime Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for the work of _____ as detailed in the Tender Ref _____.

AND WHEREAS M/s _____ (The First Party i.e the Prime Bidder) itself is meeting all the qualifying requirements except the qualifying requirements (PQR) at Sl. No. _____ of Annexure-1 (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this Consortium agreement is being entered into with M/s _____ (The Second Party / Consortium Partner^{*}), who fully meet the balance qualifying requirements (PQR) at Sl. No. _____ of Annexure-1 (as detailed in the NIT).

WHEREAS the First Party and the Second Party^{*} are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

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WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. First and Second parties^{*} hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Prime Bidder/Lead Partner) and will be responsible to submit offer, negotiate, offer concessions, correspond, sign legal documents, receive notices, issue valid discharge and do everything that is incidental or corollary for the execution of the entire work on behalf of the consortium.
3. The First Party shall undertake the following part(s) of work detailed in the NIT namely _____
(Works of Prime Bidder) _____, except works of Consortium Partner.
4. The Second Party^{*} shall undertake the following part(s) of work detailed in the said NIT namely _____
(Works of Consortium Partner) _____.
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.

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8. It is agreed interse between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____(Place).

WITNESS

For

1. NAME

(FIRST PARTY)

2. OFFICIAL ADDRESS

WITNESS

For

1. NAME

(SECOND PARTY)

2. OFFICIAL ADDRESS

* Note: If nos. of Consortium partner are more than one, then the requisite details of all consortium Partners to be included. The Consortium Agreement to be signed by Prime Bidder/Leader and all Consortium Partners.