

## **CONSORTIUM AGREEMENT**

(To be executed on Rs. 500/- Non - Judicial Stamp Paper)

THIS AGREEMENT is made and executed on \_\_\_\_ day of \_\_\_\_\_ by and between (1) M/s. \_\_\_\_\_, represented by Shri \_\_\_\_\_, designated as \_\_\_\_\_, having its registered office at \_\_\_\_\_, ( The First Party, i.e, the Bidder) Company incorporated under the Company's Act 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Bidder" which expression shall include its successors, administrators, executors and permitted assigns) and (2/3) M/s. \_\_\_\_\_, (The Second Party, i.e, the associates), a company incorporated under \_\_\_\_\_ ( Company act), having its registered office at \_\_\_\_\_ (hereinafter called the "Associates", which expression shall include its successors, administrators, executors and permitted assigns).

WHEREAS, the Solar Business Division, one of the Manufacturing Units of M/s. Bharat Heavy Electricals, having its office at Prof. CNR Rao Circle, Opp. Indian Institute of Science, Malleswaram, Bangalore-560 012, A Government of India Undertaking (hereinafter called the “Employer”, ” which expression shall include its successors, administrators, executors and permitted assigns), proposes to issue / issued a Notice Inviting Tender ( hereinafter referred to as NIT), inviting bids from the individual bidders for undertaking the work of “\_\_\_\_\_ (Package name) for \_\_\_\_\_ (Project name) at \_\_\_\_\_ (site location) (hereinafter referred to as the “Project”) being set up by M/s. \_\_\_\_\_ (hereinafter referred to as the “ Owner”).

AND WHEREAS, the said NIT enables submission of a bid by a Party subject to fulfilment of the stipulations pre-qualification criteria specified in the said NIT.

AND WHEREAS, the Bidder desirous of submitting bid in response to the said NIT for the said Project, and by itself is not meeting all the qualifying the Pre-qualification Criteria specified in the said NIT and in order to fully meet the qualifying requirements of NIT, the Bidder entered into this Consortium Agreement with the Associates.

AND WHEREAS the Bidder and the Associate(s) are contractors engaged in the business of carrying out various items of works. WHEREAS, the both parties have agreed to and constitute themselves into a consortium for the purpose of carrying out the said works relating to this Project, and that the consortium will be continued till the completion of the works in all respects including the performance guarantee period as may be specified in the NIT or Purchase Order/Work Order.

AND WHEREAS, with this consortium Agreement, the Bidder and Associate(s) together meets all the pre-qualification criteria as mentioned in the NIT.

WHEREAS, the parties have agreed to certain terms and conditions which forms a part of this consortium agreement, as mentioned hereinbelow :

NOW therefore, this agreement witnesseth as follows :

1. There can be a maximum of 03 (Three) partners in a JV/Consortium.
2. The lead bidder of the JV/Consortium must meet at least 50% of the minimum annual manufacturing capacity specified in the technical PQR. Each partner, other than the lead bidder, must individually meet at least 25% of the annual manufacturing capacity requirement. Collectively, all JV/Consortium partners must fulfil 100% of the annual manufacturing capacity requirement. All technical requirements other than manufacturing capacity should be met by all the members of JV/ Consortium individually. The scope of supply shall be determined by the JV/Consortium in proportion to each member’s manufacturing capacity.
3. The Lead bidder of the JV/Consortium shall meet individually not less than 50% of minimum Financial PQC. However, all the JV/Consortium partners must meet collectively 100% Financial PQC Herein, apart from the Lead bidder, a minimum of 25% Financial PQC should be met individually by all other partners of the JV/ Consortium.
4. In the JV/Consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium shall nominate the Lead bidder of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the

members of the JV/Consortium during the Bidding process and, in the event the Consortium is awarded the Contract, during contract execution.

5. A firm that is a Bidder (either individually or as a JV/Consortium member) shall not participate as a Bidder or as JV/Consortium member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
6. The EMD & Security Deposit of a JV/Consortium shall be in the name of the lead bidder that submits the Bid.
7. Similarly, in case of the award, the Performance Security to be submitted by a lead bidder shall be in the name of the lead bidder.
8. The Bid shall be signed by the authorized representative of the Lead bidder of the JV/Consortium on behalf of the JV/ Consortium, and so as to be legally binding on all the partners as evidenced by a power of attorney signed by their legally authorized representatives.
9. The JV/Consortium agreement should indicate precisely the responsibility of all partners of JV/Consortium in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of Consortium should have active participation in execution during the currency of the Contract. The composition or the constitution of the JV/Consortium shall not be varied/modified subsequently without prior approval of the Employer/Owner.
10. The JV/Consortium members are also required to declare detailed scope of work to be executed by each partner of the Consortium

IN WITNESS WHEREOF, the parties above named have signed this agreement on the day month and year first above written at \_\_\_\_\_.

For and on Behalf of The Bidder

AUTHORISED SIGNATORY ::

OFFICIAL ADDRESS :

COMPANY SEAL

WITNESSES :

1.

2.

For and on Behalf of the Associates

AUTHORISED SIGNATORY ::

OFFICIAL ADDRESS :

COMPANY SEAL

WITNESSES :

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