

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises and agreements the members of the Consortium do hereby now unconditionally and irrevocably agree as follows:

1. The Primary Bidder and the Secondary Bidder [and the Third Bidder] jointly agrees to designate the Primary Bidder as the Leader of the Consortium and will be responsible for the Work and the Secondary Bidder [and the Third Bidder] shall be collectively referred to as the Consortium members.
2. The Leader of the Consortium shall submit its proposal in response to the NIT of the Owner as detailed in the Bid doc. no. < TENDER REF-----> on behalf of the Consortium.
3. The Primary Bidder shall undertake the following part(s) of the Work as detailed in the NIT namely;.....
4. The Secondary Bidder shall undertake the following part(s) of the Work as detailed in the NIT namely;.....

[The Third Bidder shall undertake the following part(s) of the Work as detailed in the NIT namely;.....]

The detailed description of the Work undertaken by the Consortium is mentioned in the Schedule annexed hereto, which forms integral part of this agreement.

5. The Consortium hereby declare and confirm that each of them will fulfil the required minimum qualifying requirements as prescribed in the NIT for the works agreed to be undertaken by them as mentioned in the Schedule hereto.
6. The Consortium agrees that, all of them shall be individually and severally responsible for the completion of the Works as per the time schedule. Further, if the Employer / Owner sustains any loss or damage on account of any breach of the Contracts, the Consortium member(s) individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The Consortium agrees that, and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipment (MMEs), Men and Machineries etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-below in the Schedule.
8. It is agreed inter-se the Consortium 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. Nonetheless, it is

agreed by the Consortium that, all the members of the Consortium shall be jointly and severally responsible for satisfactory execution of the Work.

9. The Consortium agrees that, no alteration or modification of the Consortium shall be done after the submission of the bids and also after award of the contract and during the currency of the contract, without the prior permission of the Owner. The Consortium agree that, they shall respectively carry out the Work for which they have been evaluated and qualified technically.
10. The Consortium agree that, this agreement shall remain valid till the validity of Leader of the Consortium's offers to the Owner including extension if any and till satisfactory performance of the Works, (including discharge of the warranty obligation) in the event the contract is awarded to the Consortium.
11. The Consortium undertakes that they have the power, authority and legal capacity to collaborate and participate in the bid and due execution of the Works, in the event the contract is awarded to the Consortium and the performance and observation of the obligations do not contravene any existing law or judgement applicable in India and applicable in the territory within whose jurisdiction the Primary Bidder is incorporated.
12. It is further agreed by the Consortium that this Consortium Agreement shall be irrevocable and shall form an integral part of the agreement to be entered between the Owner and the Consortium, in the event the contract is awarded to the Consortium and shall continue to be enforceable against the Consortium herein by the Owner until the terms of the aforementioned agreement entered with the Owner are fulfilled.
13. The Leader of the Consortium undertakes to provide to the Owner with all information at its disposal for due execution and performance of the Work, in the event the contract is awarded to the Consortium. The Consortium further undertake to inform in time each other and the Owner regarding any financial problems or other impediments including but not limited to initiation of insolvency proceedings against each of them under the law applicable to them, which may have an impact on the timely execution of the Work.
14. Notwithstanding the Leader of the Consortium's liability in terms of this Agreement, the Leader of the Consortium as well as the Consortium members shall be fully responsible, liable and accountable for all financial transactions. The Consortium herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters, in the event the contract is awarded to the Consortium.
15. The Consortium agrees that, in the event of award of contract to the Consortium, the contract shall be signed by each member of the Consortium. Alternatively, the Leader of the Consortium may sign the contract subject to submission of a Power of Attorney (duly notarized) given by the other members of the Consortium authorizing the Leader

of the Consortium to sign the contract on behalf of such individual member(s) of the Consortium. Nonetheless, it is agreed by the Consortium that, Leader of the Consortium as well as the Consortium members shall be jointly and severally responsible for satisfactory execution of the Work.

16. The Consortium agrees that, leader of the consortium shall not participate either in an individual capacity as a bidder or as a member of another Consortium in the same tender floated by the Owner.
17. The Leader of the Consortium/Primary Bidder unconditionally undertakes to intimate the details of any Agent/Consultant/Representative/ Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) and the commission payable and details of Permanent Account Number (PAN), GST registration, etc., of such Agent/Consultant/ Representative/Retainer/Associate in India.
18. The Leader of the Consortium do hereby agree to be fully responsible for the successful performance of the Work and to carry out all the obligations and responsibilities under the Work in accordance with the requirements of the contract, in case of any breach of the said contract by the Consortium.
19. The Consortium undertakes that, if one/two of the consortium member(s) fail(s) to perform its/their respective obligations including but not limited to failure of payments to respective vendors/labourers etc., and if such failure is not resolved and performed by the Leader of the Consortium forthwith for such Consortium member in default, the same shall be deemed to be a default by the Consortium and the Owner is entitled to take any steps, punitive and corrective action including the termination of contract awarded to the Consortium.
20. The Consortium undertakes that, if any of the member of the Consortium becomes bankrupt or otherwise insolvent and as and when the occasion arises, if the Leader of the Consortium fails to perform the obligations of such bankrupt or otherwise insolvent member of the Consortium, the Owner shall have the absolute rights to terminate the contract awarded to Consortium by giving written notice to the Consortium, without prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.
21. The Consortium undertakes that, in case of any dispute amongst the members of the Consortium, Owner shall not be in any way liable and the Consortium shall not be absolved from the contractual obligation in any manner.
22. The Consortium undertakes that, if, at a subsequent date, it is discovered that any of the Consortium members or Leader of the Consortium did not either possess the requisite authorization or that any part of the information provided in the NIT was not complete or accurate in any material respect, the Owner reserves the right to disqualify the Consortium from the process.

23. It is agreed among the Consortium that the Leader of the Consortium shall be responsible for overall execution of the contract. Leader of the consortium along with consortium member(s) have to submit individual CPBG (Contract Performance Bank Guarantee) amounting to 10% of the total order/contract value (as mentioned in the specification). Each CPBG as submitted by leader of the consortium and consortium member(s) shall be in the proportion of value of work being executed individually as indicated in their consortium agreement. The leader of the consortium shall submit CPBG (Contract Performance Bank Guarantee) equivalent to 1% of the total contract value in addition to the individual CPBGs to be submitted by all consortium partners including leader of the consortium, as dealt above.
24. It is agreed among the Consortium that the measurement books (or invoice and its supporting documents, as applicable) will be signed by the Consortium member(s) responsible for respective area of work and counter signed by the Leader of the Consortium.
25. It is agreed among the Consortium that all the requisitions forms for drawal of materials, T& Ps, consumables etc from the Owner will be signed by the Consortium members responsible for respective area of work and counter signed by the Leader of the Consortium. Also, it is agreed that the clarifications / correspondences / MIR on deployment of T&Ps, manpower etc, daily progress report etc., shall be submitted to the owner by the Consortium members for their portion of work through the Leader of the Consortium.
26. It is agreed among the Consortium that all the statutory requirements shall be fulfilled by the respective Consortium members. If the Consortium members fails, the Leader of the Consortium will fulfil for such Consortium members.
27. It is agreed among the Consortium that the Leader of the Consortium shall pay the running bill of the other Consortium members within three days of receipt of payment from Owner. It is also agreed between the Consortium that the stage payments made by the Owner will be proportionately paid to the concerned Consortium member(s).
28. It is agreed among the Consortium that the Leader of the Consortium reserves the right to terminate / withdraw partly or fully/ short close/ the works of the Consortium member(s) in case the consortium member(s) fail(s) to perform to the satisfaction of the Owner.
29. It is agreed among the Consortium that the reconciliation of materials, T&Ps, consumables etc received from the Owner shall be the responsibility of the Leader of the consortium along with the Consortium members.
30. It is agreed among the Consortium that the final bill of the Consortium members shall be settled by the Leader of the Consortium only after clearance from the Owner.

31. It is agreed among the Consortium that the Consortium member(s) cannot claim any compensation from the Leader of the Consortium in case the tender submitted by the Leader of the Consortium is rejected by the Owner for whatsoever the reason.

32. It is agreed among the Consortium that the Consortium members shall submit the documents / credentials for technical competency to the Leader of the Consortium for the purpose of evaluation by the Leader of the Consortium and Owner. The financial disclosures of the Consortium members shall also be submitted to the Leader of the Consortium for evaluation by both the Leader of the Consortium as well as the Owner.

33. It is agreed by the Leader of the Consortium that it is the responsibility of the Leader of the Consortium to pay the Consortium members, the retention money withheld by the Owner towards the portion of the work carried out by the Consortium members for whatsoever the reason, immediately on receipt of the same by the Leader of the Consortium.

34. This agreement shall be governed and construed in accordance with the law in force in India and shall be subject to the exclusive jurisdiction of the courts of Chennai.

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

(PRIMARY BIDDER)

2. OFFICIAL ADDRESS

WITNESS

FOR

1. NAME

(SECONDARY BIDDER)

2. OFFICIAL ADDRESS

WITNESS

FOR

1. NAME

(THIRD BIDDER)

2. OFFICIAL ADDRESS

SCHEDULE

(the dealing group to mention the division of work amongst the consortium members in detail)

The lead member and secondary bidder and the third bidder shall undertake the following part(s) of work detailed in the NIT as tabulated below:

Name of the party	Name of work	Value of work in terms of percentage of total contract value
(to be filled by bidder)	Supply of space frame structure	(to be filled by bidder)
(to be filled by bidder)	Design of space frame structure	(to be filled by bidder)
(to be filled by bidder)	Erection of space frame structure	(to be filled by bidder)

Note: 1. Words/ group of words/ sentence under “quote “ [] “ unquote” shall not be applicable if number of members in consortium including primary bidder is less than three.

2. This agreement shall be signed by the POWER OF ATTORNEY (duly notarized) holder(s) of consortium member(s) including leader of the consortium.