

FORM – 8: FORMAT OF CONSORTIUM AGREEMENT TO BE ENTERED AMONGST ALL MEMBERS OF A BIDDING CONSORTIUM

[To be on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., M/s., M/s., and M/s., for bidding for Bid Document. *[insert GeM Bid No.]* (the "Bid Document") dated *[insert date]* as per Clause F (I).

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this *[date]* day of *[month]*, *[year]* between M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called "**Lead Member**") 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 "**Other Member-1**," 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 "**Other Member-2**," 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 "**Other Member-3**," which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

WHEREAS the parties above named are entering into this Consortium Agreement for the purpose of submitting the Bid in response to the Bid Document and in the event of selection as Selected Bidder to comply with the requirements as specified in the Bid Document.

WHEREAS the Bid Document stipulates that the parties applying as a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Bid Document, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay requisite fees as per the provisions of the Bid Document, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the Bid Document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement, all the Members in this Consortium do hereby

mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by PFCCL, we the Members of the Consortium Agreement do hereby unequivocally agree that M/s..... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the Bid Document for self, M/s. *[the names of the Other Member-1 of the Consortium to be filled in here]* and M/s. *[the names of the Other Member-2 of the Consortium to be filled in here]* and M/s. *[the names of the Other Member-3 of the Consortium to be filled in here]*.
2. The Lead Consortium Member is hereby authorized by the Members of Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all the Members. The Roles and Responsibilities of all the members shall be as per the **Annexure-B**.
3. Each Consortium Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Bid Document. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities.
4. In case of any breach of any of the commitments as specified under this Agreement by any of the Consortium Members, the Lead Consortium Member of the Consortium shall be liable to meet the obligations as defined under the Bid Document.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. The Members expressly agree to adhere to all the terms and conditions of the Bid Document and confirm that we don't have any Conflict of Interest (as defined in the Bid Document).
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Delhi] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Lead Consortium Member shall furnish the Earnest Money Deposit (EMD), as stipulated in the Bid Document, on behalf of the Bidding Consortium.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall remain valid during the period of assignment, unless expressly agreed to the contrary by PFCCL.

10. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bid Document for the purposes of the Bid. The representation by the Lead Member shall be deemed to be on behalf of and binding on another member of the Consortium.
11. It is expressly understood and agreed between the Members of the Consortium that the responsibilities and obligations of the Members shall be as delineated as per **Annexure-B** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the Bid Document.
12. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the Bid Document. In the event other Consortium Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by the Consortium Members.
13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Consortium Member shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of PFCCL.
14. This Consortium Agreement:
- has been duly executed and delivered on behalf of each Consortium Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Consortium Member;
 - sets forth the entire understanding of the Consortium Member hereto with respect to the subject matter hereof; and
 - may not be amended or modified except in writing, signed by the any of the Consortium Member and with prior written consent of PFCCL.

For or on behalf of

For M/s. (Lead Member)

[Signature of Authorized Representative]

.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

Witness 1

[Signature of Witness 1]

Witness 2

[Signature of Witness 2]

..... Name: Designation Name: Designation:
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For or on behalf of	
For M/s. (Other Member-1)	
<i>[Signature of Authorized Representative]</i>	
.....	
<i>[Name of the Authorized Representative]</i>	
<i>[Designation of the Authorized Representative]</i>	
Witness 1	Witness 2
<i>[Signature of Witness 1]</i>	<i>[Signature of Witness 1]</i>
.....
Name:	Name:
Designation:	Designation:

For or on behalf of	
For M/s. (Other Member-2)	
<i>[Signature of Authorized Representative]</i>	
.....	
<i>[Name of the Authorized Representative]</i>	
<i>[Designation of the Authorized Representative]</i>	
Witness 1	Witness 2
<i>[Signature of Witness 1]</i>	<i>[Signature of Witness 1]</i>
.....
Name:	Name:
Designation:	Designation:

For or on behalf of	
For M/s. (Other Member-3)	
<i>[Signature of Authorized Representative]</i>	

..... <i>[Name of the Authorized Representative]</i> <i>[Designation of the Authorized Representative]</i>	
Witness 1 [Signature of Witness 1] Name: Designation:	Witness 2 [Signature of Witness 1] Name: Designation:

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the applicable laws.
2. The Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.