

Annexure 1: Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per 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., AND M/s. for bidding for Uttar Gujarat Vij Company Limited's (UGVCL) Tender for "....." (TENDER NOTICE No. UGVCL/Project/Tender/_____/_____) (hereinafter referred to as the "Tender").

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this [date] day of [month], [year] between:

1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 1," which expression shall include its successors, executors and permitted assigns);
2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns);
3. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 3," which expression shall include its successors, executors and permitted assigns);

for the purpose of submitting the Bid in response to the Tender and in the event of selection as Selected Bidder to comply with the requirements as specified in the Tender and ensure execution of the Tender's Scope of Work as may be required to be entered into with UGVCL.

Party 1, Party 2 and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS the Tender stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Tender, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the Tender, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the Tender document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by UGVCL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s. [Insert name of the Lead Member], shall act as the Lead Member for self and agent for and on behalf of M/s. and M/s. [the names of all the other Members of the Consortium to be filled in here].
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.
3. The Lead 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. Each Consortium Member further 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 Tender.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Members of the Consortium shall be liable to meet the obligations under the Tender.
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. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Ahmedabad/ Gandhinagar alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the Tender, on behalf of the Bidding Consortium.
8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Guarantee and other commitments to UGVCL as stipulated in the Tender. The Lead Member shall be responsible for ensuring the submission of the Performance Guarantee and other commitments on behalf of all the Consortium Members.

9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by UGVCL.
10. The Lead 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 Tender for the purposes of the Bid.
11. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure 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 joint and several 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 Tender.
12. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement except with prior written consent of UGVCL.
13. This Consortium Agreement:
 - a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
 - c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of UGVCL.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through UGVCL, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. For M/s. (Party 1)

[Signature of Authorized Representative]

.....

[Name of Authorized Representative]

[Designation of Authorized Representative]

Witness 1:

Witness 2:

[Signature of Witness 1]

[Signature of Witness 1]

.....

.....

Name:
Designation:

Name:
Designation:

2. For M/s. (Party 2)

[Signature of Authorized Representative]

.....
[Name of Authorized Representative]
[Designation of Authorized Representative]

Witness 1:

Witness 2:

[Signature of Witness 1]

[Signature of Witness 1]

.....
Name:
Designation:

.....
Name:
Designation:

Attested:

[Signature]

.....
(Notary Public)

Place:

Date:

Annexure to the Consortium Agreement

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):
2. Roles and Responsibilities of the Party 2
3. Roles and Responsibilities of the Party 3