

CONSORTIUM BIDDING AGREEMENT

(On Non- Judicial Stamp Paper of appropriate value and duly notarised)

This Consortium Agreement ("Agreement") is entered into on this ____ day of _____, 2022 by and between _____, a proprietorship Firm/partnership Firm/ Private Limited Company / Public Limited company/ Registered Society/ Trust / LLP incorporated under the laws of India having its Registered Office at _____ (hereinafter referred to as the "First Party and / or Lead Member") which · expression shall include its successors, executors and permitted assigns) of the First Part;

And

_____, a proprietorship Firm /partnership Firm/Private Limited Company / Public Limited Company / Registered Society / Trust/ LLP incorporated under the laws of India having its Registered Office at _____ (hereinafter called the "Consortium Partner", which expression shall include its successors, executors and permitted assigns) of the Second Part.

(Each Member individually shall be referred to as the 'Member" or "Party" and both the Members shall be collectively referred to as the "Members" or "Parties" in this Agreement).

Whereas the JTDS invites eligible Agencies / NGOs to submit the RFP for implementation of different activities under SCA to TSS and CCD Schemes in 14 Tribal Sub Plan Districts of Jharkhand State .

AND WHEREAS, the RFP stipulates that the Parties may enter into a Consortium Agreement with another proprietorship firm/ partnership firm / Private Limited Company / Public Limited Company / Registered Society/ Trust/ LLP to fulfil the Technical and Financial Eligibility Criteria stipulated in RFP.

AND WHEREAS The parties are interested in jointly bidding for the Scheme as consortium members and in accordance with the terms and conditions of the RFP documents and other bid documents issued by the concerned Authority.

AND WHEREAS The Parties agree to cooperate with each other in negotiation, preparation and submission of the proposal as per RFP.

This agreement is not intended to create a partnership or any other separate legal or corporate entity and parties hereby undertake that in the event the consortium is declared as the Preferred Bidder they will enter into a separate definite agreement (hereinafter referred to as "Definitive Agreement") with each other defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations as per the RFP

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER: In consideration of the above premises and agreements all the Members in this Consortium agreement do hereby mutually agree as follows:

· 1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that _____ shall act as the Lead Member for the Consortium.

2. 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 of their respective obligations. Each Member further undertakes to be **individually liable** for the performance of its part of the obligations envisaged in this Agreement.

3. Subject to the terms of this Agreement, the Consortium Partner shall be responsible for providing technical knowledge required for the Tender to the Lead Member. Furthermore, Lead member and Consortium Partner shall enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with each other defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations as per the RFP

4. The parties herby agree that the Lead member of the consortium shall have the authority to conduct all the business in relation to the bidding process for and on behalf of any and all the members of the consortium during the bidding process and in the event the consortium is awarded the Bid the Lead member shall be authorised pursuant to a Power of Attorney provided by other party/ parties(Non-Lead member) of the consortium to conduct all business and to sign and file relevant documents in connection with the bidding process for and on behalf of the consortium and represent and irrevocably bind the other member/ members of the consortium.

5. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Jharkhand alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

6. It is hereby further agreed that in case of the Consortium being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the RFP

It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to concerned Authority and shall remain in full force and effect until the date of occurrence of any of the following events or conditions. Whichever shall first occur: -

- a) Termination of the Tender;
- b) Rejection of Bid submitted by the Parties in consortium with each other;
- c) Contract/Bid is awarded to a third party;
- d) The Lead Member decides not to submit the Bid.

. 1 Consequences of Termination/ expiry

(a) Each Party shall handover all information, documents, materials, Confidential Information of the other Party as may be provided by such other 3 Party in accordance with the terms of this Consortium Agreement within 15 (fifteen) days of termination of this Consortium Agreement.

(b) The Consortium Partner shall maintain all data, all necessary and required records, registers and accounts in respect of the services provided and shall furnish the same to Lead Partner on request.

7. In case the Consortium is declared as successful bidder and Contract is awarded to the Consortium, then Lead Member and Consortium Partner shall enter into Definitive Agreement defining respective rights, duties, obligations, liabilities etc. of both the parties for the performance of the obligations as per Tender. Further, the Consortium Members shall continue to be members of the Consortium and continue to fulfil their respective obligations/scope of work under this Consortium Agreement post award of the Bid/Contract, for the duration specified in the Tender.

8. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of concerned Authority

9. This Agreement:

a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof: and

c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of Concerned Authority.

10. If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this Consortium Agreement regarding the respective rights and liabilities of the Parties under this Consortium Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations; if the Parties fail to resolve such dispute within 30 days of commencement of amicable settlement process such dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitration procedure shall be conducted in English language in Ranchi. The arbitration award passed by the sole arbitrator (mutually appointed by the parties) shall be final and binding on the Parties.

IN WITNESS WHEREOF THE PARTIES NAMED ABOVE HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST MENTIONED ABOVE

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIRST PARTY (LEAD MEMBER)

(Signature)

(Name)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY (MEMBER)

(Signature)

(Name)