

Corrigendum-2

Qualification requirement (clause 4.1.1)

In addition to the existing clause and amended clause, the following is added

Bidding Consortium of two companies with one of the Companies as the Lead Member as per Consortium Agreement (Format 7.5) can submit bids under this RfS.

The other member shall provide Power of Attorney in the name of the Lead Member.

New Clauses:

1. Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender. Declaration regarding the lead member shall be provided in the Format. However, both the members of the Joint Venture/ Consortium shall be jointly and severally liable for compliance of the conditions of the tender and the performance of the installed systems, including amendments and other Orders/ directions issued by relevant authorities related to implementation of the Scheme.
2. If a Joint Venture/ Consortium is shortlisted as a selected bidder, both will be liable for blacklisting/ debarring in case of poor performance of the system.
3. Any member of the Joint Venture/ Consortium participating in the tender shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.
4. All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Joint Venture/ Consortium. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response.

- 54 -

Chief Executive
OREDA, Bhubaneswar

FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**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 the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by OREDA, a Govt agency.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS OREDA desires to install SPWPS under RfS for (insert title of the RfS);
WHEREAS, OREDA had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by OREDA wherein the Consortium Members have to commit equity investment of a specific percentage for the SPWPS.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, , Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. 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 equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Vendor is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

6. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
8. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
9. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
10. It is hereby further agreed that in case of being selected as the Selected Vendor, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of OREDA in terms of the RfS.
11. We jointly undertake that we shall be jointly liable for the performance of the installed systems. In case of the failure to meet the performance of the systems including the CMC period, we agree that we will abide by the actions taken by OREDA including the blacklisting and debarring of the companies.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Contract Agreement and shall remain valid until the expiration or early termination of the Contract Agreement in terms thereof, unless expressly agreed to the contrary by OREDA.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. 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 the Contract Agreement except with prior written consent of OREDA.
15. 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 OREDA.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s _____ [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s _____ [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

2) Signature -----

Name:
Address:

Name:
Address:

For M/s _____ [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s having its
registered office at,, and M/s,,
having its registered office at, (Insert names and registered
offices of all Members of the Consortium) the Members of Consortium have formed a Bidding
Consortium named (Insert name of the Consortium if finalized)
(hereinafter called the 'Consortium') vide Consortium Agreement
dated..... and having agreed to appoint
M/s.....as the Lead Member of the said Consortium do hereby
constitute, nominate and appoint M/s.....a company incorporated under
the laws ofand having its Registered/ Head Office at
.....as our duly constituted lawful Attorney (hereinafter called as
Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in
regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Selected Vendor, this Power of Attorney shall remain valid, binding and irrevocable until 05 years from installation.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s , as the Member
of the Consortium have executed these presents on this..... day of under the Common
Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name
Designation
Place:

Date:

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of

the Lead Member) Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: _____ Date: _____

Lead Member in the Consortium shall have the controlling shareholding
in the Company as defined in Section-6, Definition of Terms of the RfS.