

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-3**”, 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 Limited, 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 Limited desires to install SPWPS under RfS for_(insert title of the RfS); WHEREAS, O R E D A 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 Limited 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-3 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. In case of any deviation from the RfS all the parties of the consortium will be held liable and may be black listed by OREDA Limited.
5. Subject to the terms of this Agreement, The lead member shall have equity share not less than 50% .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	At least 50%
Member 2	---
Member 3	---
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. In case of issuing Experience certificate, the certificate will be issued in favor of lead member, however may be divided among the members of consortium as per equity declared.
8. 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.
9. 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.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Bhubaneswar alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. 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.
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-----

Name: Address:

2) Signature -----

Name: 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 3]

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

Witnesses:

1) Signature -----Name: Address:

Signature and stamp of Notary of the
place of execution

