



क्रमांक...17530.../क्रेडा /2019-20

दिनांक: 10/01/2020

### सूचना

निविदा क्रमांक 13240 दिनांक 04.11.19 तथा निविदा क्रमांक 12855 दिनांक 24.10.19 जो कि क्रमशः सोलर स्ट्रीट लाईट सिस्टमस् एवं सोलर हाई मास्ट सिस्टमस् हेतु जारी हुए हैं, मे ज्वाइंट व्हेन्चर कि अनुमति एतद् द्वारा प्रदान की जाती है। निविदा में निम्नानुसार कंडिका को जोड़ा जाता है:-

1. **CONSORTIUM** - Consortium will be allowed in this Tender up to 2 partners subject to fulfilling following criteria -
  - (i) Both the partners should jointly fulfil eligibility criteria 1B, 1D & 1E.
  - (ii) The lead partner should fulfil the criteria individually and other partner should have Positive Net worth as on 31<sup>st</sup> March 2018. For Positive Net worth of other partner Audited balance sheet must be enclosed.
  - (iii) Both the partners should individually fulfil criteria as "Tenderer who are debarred from business by Govt. /Govt. Agency in any state would not be eligible to participate in this bid. A self-declaration should be submitted by the bidder to this effect, failing which bid shall be rejected."
  - (iv) If either partner submits any alternate / individual bid then both bids (individual & consortium) shall be rejected.
  - (v) The Consortium agreement notarized in Non Judicial stamp paper of Rs. 100 as per draft given here with must be submitted along with the bid documents.
  - (vi) In Consortium if one or both the partners are from Chhattisgarh then they should have minimum experience as Shown in 1B and if both the partners are from outside the state then they should have minimum experience as shown in 1B.
  - (vii) The Lead Member is hereby authorized by the all Member of the Consortium to bind the Consortium and receive instruction for and on their behalf.
  - (viii) 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 without in any way limiting the scope of collective liability envisaged in the Agreement.
  - (ix) Subject to the terms of this Agreement, the all member shall be responsible for providing technical and financial support and responsible equally for execution of project as per agreement to be signed.

मुख्य अभियंता (RE-III)  
क्रेडा प्रधान कार्यालय

**CONSORTIUM AGREEMENT**

This Consortium Agreement executed on this ..... Day of ..... 2019

**BETWEEN**

**M/S** ....., a Company/Proprietorship Firm/Partnership Firm incorporate under the Law of companies Act 1956/2013 and and having its registered/principal office at ..... (GST No.....) through its proprietor ..... S/o ..... (herein after called the “Partner-I”/ “Lead Partner” which expression shall include its successors, executors and permitted assigns)

**AND**

**M/s** ..... a Company/Proprietorship Firm/ Partnership Firm under Firm (GST No. .... ) and having its registered/principal office at ..... Through its Partner Mr. .... S/o ..... (herein after called the “Partner-II”/“Second Partner” which expression shall include its successors, executors and permitted assigns)

For the purposes of submission a pre-qualification bid (hereinafter called “PQ Bid”) and submitting the final bid in case of being pre-qualified in response to Owner’s Pre-qualification document (hereinafter called PQ document) no. **TENDER DOCUMENT NO. 13240 Dated 04.11.2019** and entering into a contract in case of award for the work of Survey, Design, Supply, Installation & Commissioning of Solar Street Light Systems of various capacities with five years onsite warrantee, COMC & insurance anywhere in the state of Chhattisgarh.

**AND WHEREAS** as per PQ document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

**NOW THIS INDENTURE WITNESSETH AS UNDER -**

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be “..... / .....” “Consortium.”
2. FORMATION AND PRINCIPLE PLACE OF BUSINESS

**FORMATION -**

The partner of the consortium do hereby form a Consortium pursuant to the laws of state of Chhattisgarh in order for the consortium to carry on the purposes for which provision is made herein

**PRINCIPAL PLACE OF BUSINESS -**

The Consortium Partner shall maintain principal place of business at ..... The partners of the consortium may re-locate its office from time to time or have additional offices as the partners may determine

**3. PURPOSE OF THE CONSORTIUM -**

The object of the consortium to bid and perform Tender No 13240 Dated 04.11.2019 from CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY (CREDA) For Survey, Design, Supply, Installation & Commissioning of Solar Street Light Systems of Various Capacities with Five Years on Site warrantee ,COMC & Insurance anywhere in the state of Chhattisgarh and to deal with the same in any manner what so ever.

**4. TERM -**

The term of the consortium shall commence as of the date hereof and shall be terminated and dissolved upon the earliest to occur of (i) on mutual understanding of partners by executing separate agreement regarding dissolution of consortium (ii) the unanimous agreement of the partners (iii) the order of a court of competent jurisdiction (iv) Competition of the above mention tender

**5. PERCENTAGE OF PARTICIPATION -**

CONSORTIUM PARTNER	PARTNER	PERCENTAGE
1) M/S .....	Lead Partner ( Partner 1)	.....
2) M/s .....	Other Partner ( Partner 2)	.....
<b>TOTAL -</b>		

**6. PARTICIPATION -**

Both the partners have decided to perform the above mention work of CREDA in their above proportionate work.

7. The Lead Member is hereby authorized by the all Member of the Consortium to bind the Consortium and receive instruction for and on their behalf.

8. 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 without in any way limiting the scope of collective liability envisaged in the Agreement.

9. Subject to he terms of this Agreement, the all member shall be responsible for providing technical and finicial support and responsible equally for execution of project as per agreement to be signed.

10. Both the Partners shall be jointly responsible for Project Management of works.

11. In case of any breach of the said Contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful

execution/performance of the Contract in accordance with the terms of the Contract.

12. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/ plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner and Second Partner of these presents undertake to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure.
13. The financial liability of the partners to this Consortium Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.
14. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Raipur (C.G.) shall have exclusive jurisdiction in all matters arising there under.
15. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first above mentioned.

**FOR, M/s .....**

**FOR, M/s.....**

( MR. .... )  
Lead Partner/Partner-1  
2

(MR. ....)  
Other Partner/Partner-

WITNESS -  
1.....  
2.....

WITNESS -  
1.....  
2.....

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**FOR, M/s .....**

**FOR, M/s.....**

( MR. .... )  
Lead Partner/Partner-1  
2

(MR. ....)  
Other Partner/Partner-

WITNESS -  
1.....  
2.....

WITNESS -  
1.....  
2.....