

## CONSORTIUM AGREEMENT

This Consortium Agreement (“Agreement”) is executed on this \_\_\_ day of \_\_\_\_\_ 20\_\_.

### **1. Parties**

This Agreement is entered into by and among:

1. M/s \_\_\_\_\_, incorporated under the Companies Act, 2013 / registered under the Limited Liability Partnership Act, 2008 / registered under the Indian Partnership Act, 1932, having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Lead Member”);

AND

2. M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Consortium Member”);

AND

3. M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Consortium Member”).

The above parties are collectively referred to as the “Consortium”.

### **2. Purpose**

The Parties agree to form a Consortium for participation in the Pre-Qualification and subsequent tender process for **“Pre-qualification of Contractors for use of KRIBHCO HAZIRA Jetty for Third-party Cargo handling”** issued by M/s Krishak Bharati Co-operative Ltd (KRIBHCO) (hereinafter referred to as “Employer”).

### **3. Lead Member – Single Point Responsibility**

3.1 The Lead Member shall be M/s \_\_\_\_\_

3.2 The Lead Member shall:

- a) Act as the sole and authorized representative of the Consortium.
- b) Be the single point of contact for all contractual, technical, and financial communications.
- c) Coordinate execution of the entire contract.
- d) Ensure performance of all obligations of the Consortium.

3.3 All instructions, notices, recoveries, and contractual enforcement by KRIBHCO shall be addressed to the Lead Member.

### **4. Joint & Several Liability Towards KRIBHCO**

4.1 The Members hereby agree that they shall be **jointly and severally liable** to KRIBHCO for:

- Performance of the Contract
- Quality, timelines, and specifications

- Payment of damages, penalties, and liquidated damages
- 4.2 KRIBHCO shall have the right to:
- Recover any dues from the Lead Member as single point enforcement; and/or
  - Proceed against any or all Consortium Members at its discretion.
  - Such recovery shall not be questioned on the ground of internal allocation of scope.
- 4.3 The liability shall remain in force until completion of the contract including defect liability period.

## **5. Primary Enforcement Through Lead Member**

- 5.1 Without prejudice to the joint and several liability of all Members, the Consortium agrees that:
- The Lead Member shall assume primary responsibility for ensuring contract performance.
  - KRIBHCO may, as a matter of administrative convenience, route all recoveries and enforcement actions through the Lead Member.

5.2 The Lead Member shall not be relieved of responsibility on the ground that default occurred due to another Member.

5.3 The Lead member shall ensure that Internal disputes does not affect obligations towards KRIBHCO.

## **6. Internal Indemnity and Recourse**

- 6.1 In case of default attributable to a specific Member:
- The Lead Member shall have full right of indemnity and recovery against the defaulting Member.
  - The defaulting Member shall indemnify other Members for losses arising from its acts or omissions.
- 6.2 Internal disputes shall not affect obligations toward KRIBHCO.

## **7. Performance Security**

- Performance Security may be furnished:
  - In the name of the Consortium; or
  - By the Lead Member on behalf of the Consortium (as permitted in tender).

The Lead Member shall ensure validity and sufficiency of the security at all times. KRIBHCO may invoke the performance security in full for any breach, irrespective of which member caused the breach.

## **8. Change in Consortium Composition**

No change in Lead Member and composition of constituent members shall be permitted after submission of application for pre-qualification.

Replacement of Lead Member shall not be allowed during the pre-qualification and tendering process and execution of contract, if selected until completion of contract including defect liability period.

## **9. Exclusivity**

No Member shall:

- Participate independently in the same tender.
- Participate in another consortium for the same work.

## **10. Compliance**

The Consortium shall comply with:

- Applicable laws of India
- Pre-qualification and tender terms & conditions of KRIBHCO.

## **11. Validity**

This Agreement shall remain valid:

- Through the pre-qualification and tender process; and
- In case of award, till completion of contract including defect liability period.

## **12. Governing Law**

This Agreement shall be governed by the laws of India.  
Courts at **Surat** shall have the jurisdiction.

## **13. Authorization**

Each Member authorizes the Lead Member to:

- Submit Pre-qualification and Bid documents
- Sign contract agreements
- Make payments on behalf of Consortium to KRIBHCO and applicable agency/authority.
- Coordinate project execution

Power of Attorney is attached.

## **14. Declaration**

The Members declare that:

- The Consortium is genuine and legally valid.
- They accept joint and several liability toward KRIBHCO.
- The Lead Member shall be the single point of responsibility for contractual compliance.

## **Signatures**

For and on behalf of

**Lead Member**

Name:

Designation:

Signature:

Seal:

For and on behalf of

**Consortium Member**

Name:  
Designation:  
Signature:  
Seal:

For and on behalf of  
**Consortium Member**

Name:  
Designation:  
Signature:  
Seal:

Witnesses:        1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_