

ANNEXURE – I

Consortium Agreement (Format prescribed by HLL Lifecare Ltd.)

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on thisday of 2017.

Between

M/s. a registered under and having its registered office at (hereinafter called the “Lead Member/First Member” which expression shall include its successors) and is represented by Shri.....;

And

M/s. a registered under and having its registered office at (hereinafter called the “Second Member” which expression shall include its successors) and is represented by Shri.....;

(The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the “Consortium Members”).

- WHEREAS M/s. HLL Lifecare Ltd., HLL Bhavan, Poojappura, Thiruvananthapuram (HLL), a Government of India Enterprise under the administrative control of the Ministry of Health & Family Welfare has invited bids (hereinafter called as “the bid documents”) from interested parties for entering into contract for “Providing 22 Nos. 16-Slice CT Scan Facilities (On Lease Basis) for a period of 7 Years at various Hospitals in Uttar Pradesh” as per notice inviting tender No. HLL/CHO/PROJ/HCS/UP/CT-LEASE/2017 dated 19-06-2017 and its amendments [hereinafter called as “the Contract assignment”].
- AND WHEREAS the tender document mentions that Consortium formed by Original Equipment Manufacturer who meets the requirements stipulated in the tender document will be considered for the Contract assignment, provided the same is formed by a legal document legally binding all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to HLL.

- AND WHEREAS the consortium members have discussed about the Notice Inviting Tender published by HLL and agreed to form a Consortium for entering into contract for "Providing 22 Nos. 16-Slice CT Scan Facilities (On Lease Basis) for a period of 7 Years at various Hospitals in Uttar Pradesh" .

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises both the Parties to this Consortium Agreement do hereby agree as follows:

1. M/s.....shall act as Lead Member for and on behalf of Consortium Members. The Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto the HLL for the successful performance of the obligations under the above said tender and resultant Agreement(s) / Documents (Contract Documents) submitted or executed by the Lead Member in the event of selection of the Consortium.
2. In case of any breach of the stipulations of the Contract Documents (CD) by the Lead Member, Consortium Members along with the Lead Member do hereby agree to be fully responsible to carry out all the obligations and responsibilities of the bidder(s) under the CDs and matters incidental thereto.
3. It is expressly understood and agreed between the Consortium Members that the duties and responsibilities of each Member shall be as described in the Schedule to this Consortium agreement. However, it is hereby agreed between the Consortium Members that Original Equipment Manufacturer shall be responsible for providing manufacturer's warranty and post-warranty maintenance services for the CT scan units covered by the CDs in case the consortium has bid for Schedule II for providing 16 slice CT scanner and associated equipments .
4. If HLL suffers any loss or damage on account of any breach in the stipulation of the CDs to be entered into by the Consortium Members or any shortfall in the performance of the Contract assignment or in meeting the performances guaranteed as per the CDs, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to HLL on its demand. It shall not be necessary or obligatory for HLL to proceed against Lead Member before proceeding against or dealing with the other Member(s).
5. The financial liability of the Consortium Members to HLL, with respect to any of the claims arising out of the performance or non-performance of obligations under the CDs shall not be limited so as to restrict or limit the liabilities of any of the Consortium Members and the Consortium Members shall be jointly and severally liable to HLL.
6. It is also understood by all Consortium Members that the tender Document stipulates various obligations as well as terms and conditions related to the

Transaction during Proposal stage or thereafter during the subsistence of the CDs.

7. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by HLL. It shall be effective from the date first mentioned above for all purposes and intents.
8. If HLL awards Contract to the Consortium, we the Consortium Members hereby agree that we shall be jointly and severally responsible to perform the Rate Contract and to furnish Performance Bank Guarantee.
9. It is further agreed by and between the Consortium Members that the sharing of duties and responsibilities mentioned above shall not in any way be a limitation of the joint and several responsibilities of the Consortium Members under the CDs that the Consortium would sign with HLL if selected as Contractors for the Contract assignment.
10. It is expressly agreed by the Consortium Members that the sharing of responsibilities and obligations inter se amongst the Consortium Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Consortium Members to HLL. It is clearly understood that the Lead member shall ensure performance under the CDs and if one or more Consortium Members fail to perform its /their respective obligations under the CDs, the same shall be deemed to be a default by all the Consortium Members.

This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of ----- shall have the exclusive jurisdiction in all matters arising there under.

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

For and on behalf of Lead Member / First Member
M/s ----- Ltd.

(Signature of authorized representative
dated)

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name
Designation.....

For and on behalf of Second Member
M/s

(Signature of authorized representative
dated)

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....