

**AMENDMENT NO.3 Dated 30.08.2022**

**Ref IFB No: HLL/SD/RBD/2022-23/EOI/11 Dt: 10.08.2022**

**Tender ID: 2022\_HLL\_125379\_1**

The following amendment has been incorporated in the above mentioned EOI for Empanelment of Aggregators for the supply of Aluminum Cuboids and other products as per Customized Packaging for onward supplies to Overseas countries

**A. Inclusion of Annexure 11**

**(This Annexure shall be filled wherever space left blank and to be executed in the stamp paper of Rs.200 and to be notarized)**

**Annexure 11**

**CONSORTIUM AGREEMENT**

This agreement (hereinafter referred as “Agreement”) is entered on this the day of 20\_\_\_\_by and between;

M/s. \_\_\_\_\_ (CIN No.....) having its registered office at \_\_\_\_\_, incorporated as company under companies Act 1956 (hereinafter referred as “Lead Bidder”) which the expression shall unless otherwise include all its successors and permitted assigns and represented by \_\_\_\_\_ in the capacity of \_\_\_\_\_ of the FIRSHPART.

AND

M/s. \_\_\_\_\_ (CIN No.....) having its registered office at \_\_\_\_\_, incorporated as company under companies Act 1956 (hereinafter referred as “Member Partner”) which the expression shall unless otherwise include all its successors and permitted assigns and represented by \_\_\_\_\_ in the capacity of \_\_\_\_\_ of the SECONDPART.

For the purpose of this Agreement both the “Lead bidder” as well as “Member Partner” are collectively called “Partners” and individually called “Partner”.

Whereas –

- a. HLL Lifecare Limited (Purchaser/HLL) has floated an EOI vide EOI No: HLL/SD/RBD/2022-23/EOI/11 Dtd 10-08-2022 for Empanelment of Aggregators for the Supply of Aluminum Cuboids and other products as per Customized Packaging for onward supplies to Overseas countries ( herein after referred as “EOI”)

- b. As per the EOI document, bids submitted by any Consortiums will also be considered / permitted; provided such bids fulfill all the specific requirements in that regard.
- c. Now the Parties to this Agreement decided to form a CONSORTIUM to participate in the EOI.
- d. AND WHEREAS the bid is being submitted based on the CONSORTIUM agreement being these presents and the bid with its bid forms and submission documents in accordance with the requirement of EOI document conditions and requirements have been signed by all the partners and submitted to HLL Lifecare Ltd,

NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1. That the Parties to this Agreement do hereby agrees to participate as Consortium in the EOI in the name of the Lead Bidder as mutually agreed between the parties hereto.
2. **Tenure:** This Agreement shall be valid till the date of either rejection of the Bid submitted by this CONSORTIUM agreement against the EOI floated by the HLL or till the expiry of the Contract entered between the CONSORTIUM members and HLL in case of award of the EOI to this CONSORTIUM.
3. In consideration of the bid submission by us to HLL, if considered acceptable, and the award of contract by HLL to the CONSORTIUM (if selected by ), we the partners to the CONSORTIUM, hereby agree that M/s..... shall act as the Lead bidder for self, and for and on behalf of the other partner / Member Partner and further declare and confirm that \_shall be solely bound to HLL for execution of the contract in accordance with the contract terms and shall perform all contractual obligations including technical guarantees. Further, the Lead bidder is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
4. The lead bidder shall be jointly and severally responsible for the works to be undertaken under the EOI and it shall be the nodal point for HLL for queries, purchase orders, execution of the work and payments.
5. 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.
6. Further, if HLL suffers any loss or damage on account of any breach of the Contract or any shortfall in the completed work meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead bidder undertakes to promptly make good such loss or damage caused to HLL, on HLL's demand without any demure. HLL shall

have the right to proceed against.

7. The financial liability of the partners to this CONSORTIUM Agreement, to HLL 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.
8. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the Contract
9. OBLIGATIONS OF THE MEMBER PARTNER(s)
  - a. That, the Member Partner(s) ensures the procurement and supply of the items as per the scope of work mentioned in the EOI.
  - b. That, the other Partner ensures to provide necessary training to the staffs employed in respective training centers operating under the provisions of the contract signed with Lead partner.
  - c. That, the other Partner agrees to provide necessary repairers and replacements for supplied items, if any found defective during the tenure of the agreement between the partners and HLL Provided such defects have incurred due to any breakage or manufacturing defect and must be pointed out by the Lead bidder to the Member Partner in writing within 3 days from the date of identification of such defect.
10. This CONSORTIUM Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Thiruvananthapuram shall have exclusive jurisdiction in all matters arising thereunder.
11. In case of award of contract, we the partners to this CONSORTIUM Agreement do hereby agree that the Lead Bidder shall furnish the pre contract agreement (if any) before the Contract Award.
12. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract with HLL and shall continue to be enforceable till the CONSORTIUM members discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.
13. In case of award of contract, parties do hereby agree that, the invoice will be raised by and payment shall be released to, the Lead bidder only.

14. In case of consortium partner is found to be bidding himself as a bidder in this EOI, both Lead bidder and consortium partner will be disqualified from project immediately.
15. Each of the Parties hereto agrees that they shall perform their obligations as set out in this agreement so as to complete the project undertaken as a successful venture.
16. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement cannot be modified without written permission from HLL.
17. The Parties to this Agreement respectively bind themselves, their successors, assigns and legal representatives to the other Party with respect to all covenants of this Agreement;
18. The obligation of each party to contribute in accordance with this Agreement to the satisfaction of all debts and liabilities of the Consortium shall survive the termination of contract with HLL.
19. This Agreement shall be binding upon the Parties hereto and their successors in title and all the shareholders of the Consortium Company and their respective heirs, executors, administrators, successors in title and assigns as the case may be;

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 abovementioned.

**For M/s** \_\_\_\_\_

**For M/s** \_\_\_\_\_

**Authorized Signatory**

**Authorized Signatory**

Witness

- 1
- :
- 2.

All relevant clauses of the EOI document are to be read in accordance with the above change and documents to be submitted are to be in compliance of the above. All other specifications, terms and conditions of the original tender document shall remain unchanged.

**Vice President (Sourcing)**