

CORRIGENDUM

Imphal, the 14th October, 2022

The following Corrigendum is issued for;

Sl. No.	NIB No.:	Name of Work: Renovation of existing:-
1.	MANIREDA/SPP/PS/2022-23/1 dtd. 19/09/2022	5 kWp Off-Grid SPV Power Plants each at 18 Police Stations in Hill Districts of Manipur including 5 years MPWC,
2.	MANIREDA/SPP/PS/2022-23/2 dtd. 19/09/2022	5 kWp Off-Grid SPV Power Plants each at 15 Police Stations in Valley Districts and 3 Police Stations in Hill Districts of Manipur including 5 years MPWC &
3.	MANIREDA/SPP/DH/2022-23/3 dtd. 19/09/2022	25 kWp Off-Grid SPV Power Plants each at 3(three) District Hospitals-Thoubal, Moreh & Churachandpur and State Academy of Training in Manipur including 5 years MPWC.

(i) Date and Time for Submission of Tender:

Last date & time for submission of Tender	Last date & time for opening of Tender
02/11/2022 upto 12.00 Noon	02/11/2022 at 2.00 p.m.

(ii) Eligibility Criteria for the Bidders:

Consortium will be allowed to participate in the Tender & implement the project and should be registered under Companies Act, 2013. If any Consortium participates in the above Tenders then duly filled up Consortium Agreement (Format enclosed) should be submitted along with the Technical Bid. Failing which, the Tenders may be liable to reject.

(iii) Average Turnover of the Company/Firm/ Corporation in the last three financial years (2019-20, 2020-21 & 2021-22) should be at least 1 Crore.

This Corrigendum will be treated as a part of the Bid Document.

-Sd-

Director, MANIREDA

Annexure 1: Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s., M/s., and M/s. bidding for NIB Nos.: (i) MANIREDA/SPP/PS/2022-23/1 dtd.19/09/2022, (ii) MANIREDA/SPP/PS/2022-23/2 dtd. 19/09/2022 & (iii) MANIREDA/SPP/DH/2022-23/3 dtd. 19/09/2022 for (i) Renovation of existing 5 kWp Off-Grid SPV Power Plants each at 18 Police Stations in Hill Districts of Manipur including 5 years MPWC, (ii) Renovation of existing 5 kWp Off-Grid SPV Power Plants each at 15 Police Stations in Valley Districts and 3 Police Stations in Hill Districts of Manipur including 5 years MPWC & (iii) Renovation of existing 25 kWp Off-Grid SPV Power Plants each at 3(three) District Hospitals-Thoubal, Moreh & Churachandpur and State Academy of Training in Manipur including 5 years MPWC (hereinafter referred to as the "Tenders").

THIS CONSORTIUM AGREEMENT (hereinafter referred to as "Agreement") executed on this [date] day of [month], [year] between:

1. M/s., 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);
2. 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);
3. 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);

for the purpose of submitting the Bid in response to the Tenders and in the event of selection as Selected Bidder to comply with the requirements as specified in the Tenders and ensure execution of the Tenders' Scope of Work as may be required to be entered into with Manipur Renewable Energy Development Agency (MANIREDA) having its office at Secured Office Complex, 2nd Floor, South Block, A.T. Line, Near Imphal Hotel, Imphal – 795001.

Member 1, Member 2 and Member 3 are hereinafter collectively referred to as the "Members" and individually as a "Member".

WHEREAS the Tenders stipulate that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Tender, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the Tender, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the Tenderdocument.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by MANIREDA, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s. [Insert name of the Lead Member], shall act as the Lead Member for self and agent for and on behalf of M/s. and M/s. [the names of all the other Members of the Consortium to be filled in here].
2. The Lead Member is hereby authorized by the Members of Consortium to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall mentioned be as per the Annexure to this Agreement.
3. 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 their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Tender.

4. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

5. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Members of the Consortium shall be liable to meet the obligations under the Tender.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Imphal alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the Tender, on behalf of the Bidding Consortium.

9. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Guarantee and other commitments to MANIREDA as stipulated in the Tender. The Lead Member shall be responsible for ensuring the submission of the Performance Guarantee and other commitments on behalf of all the Consortium Members.
10. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by MANIREDA.
11. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Tender for the purposes of the Bid.
12. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the Tender.
13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Member shall assign or delegate or subcontract its rights, duties or obligations under this Agreement except with prior written consent of MANIREDA.
14. This Consortium 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 Parties hereto with respect to the subject matter hereof; and
 - c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of MANIREDA.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through MANIREDA, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1. For M/s. (Member 1)

[Signature of Authorized Representative]

.....
[Name of Authorized Representative]

[Designation of Authorized Representative]

Witness 1:

[Signature of Witness 1]

.....
Name:

Designation:

Witness 2:

[Signature of Witness 2]

.....
Name:

Designation:

2. For M/s. (Member 2)

[Signature of Authorized Representative]

.....
Name of Authorized Representative]

[Designation of Authorized Representative]

Witness 1:

[Signature of Witness 1]

.....
Name:

Designation:

Witness 2:

[Signature of Witness 2]

.....
Name:

Designation:

Attested:

[Signature]

.....
(Notary Public)

Place:

Date:

Annexure to the Consortium Agreement

Role and Responsibility of each Member of the Consortium:

- 1. Roles and Responsibilities of the Member 1 (Lead Consortium Member):
- 2. Roles and Responsibilities of the Member 2
- 3. Roles and Responsibilities of the Member 3