

Consortium Agreement
(On Rs. 100 Non-Judicial Stamp Paper)

In compliance to Clause No.....of Eol No..... dated....., a consortium has been formed on <Date> between <Bidder's Name> and <OEMs name> to meet various eligibility conditions and experience criteria specified in the Eol No dated

It has been agreed among bidder and the consortium partner(s) that <Bidder's Name> is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred Eol and have authorized the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has also been agreed that in its capacity as lead Bidder, <Bidder's Name> will interact with BSNL for all obligations.

The Lead bidder and consortium partner(s) shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partner(s) other than lead bidder, shall be limited to such Consortium Partner(s) share of obligations in the contract for products and /or services as defined in the agreement signed between the Lead Bidder and Consortium Partner(s) and is in accordance with the Eol requirements.

The details of Bidder and consortium partner(s) are as under:-

<Bidder Name>:- <Details containing Registered office & correspondence address>

<Consortium Partner-1>:- <Details containing Registered office & correspondence address>

<Consortium Partner-2>:- <Details containing Registered office & correspondence address>

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For <Bidder's Name>	For <Consortium Partner-1>	For <Consortium Partner-2>
Signature of Authorized Signatory	Signature of Authorized Signatory	Signature of Authorized Signatory
Name:-	Name:-	Name:-
Designation:-	Designation:-	Designation:-
Contact Phone:-	Contact Phone:-	Contact Phone:-
Email-ID:-	Email-ID:-	Email-ID:-
Date:-	Date:-	Date:-
Witness-1	Witness-1	Witness-1
Signature:-	Signature:-	Signature:-
Name:-	Name:-	Name:-
Designation:-	Designation:-	Designation:-
Contact Phone:-	Contact Phone:-	Contact Phone:-
Email-ID:-	Email-ID:-	Email-ID:-
Date:	Date:	Date:

Performance Bank Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: **Performance Bank Guarantee.**

Whereas M/s registered office at and Corporate office at (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B.G. Amount") valid up to / / 20..... (hereafter known as the "Validity date") in favour of DGM (MMT) BSNL CO, Delhi (Hereafter referred to as BSNL) for participation in the ***Expression of Interest (EOI) for Registration-cum-participation for Proof of Concept (PoC) and upcoming 4G tender of BSNL for low power consumption eNodeBs for rollout of 4G network in BSNL*** vide EOI no. BSNLCO-LWE/25(11)/1/2022-LWE/18.

Now at the request of the Bidder, We (Bank) having branch office at (Address) and Regd. office at (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said EOI/Agreement or by reason of the bidder (s) failure to perform the said EOI/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this

guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said EOI/Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said EOI/agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid either through banker's Cheque in favour of "AO (Cash) BSNL C.O. New Delhi" payable at New Delhi, or preferably through E-payment.
8. In case of E-payment to be made for bank guarantee encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.
9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s)/Bidder/Purchaser.
10. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

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Telephone Numbers

Fax numbers