

भारत प्रतिभूति मुद्रणालय/INDIA SECURITY PRESS

नासिक - 422101(महाराष्ट्र)/NASHIK-422101 (MAHARASHTRA)

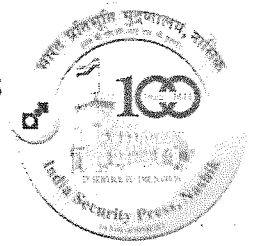
सिक्वोरिटी प्रिंटिंग एंड मिंटिंग कॉर्पोरेशन ऑफ इंडिया लिमिटेड की इकाई

A UNIT OF SECURITY PRINTING & MINTING CORPORATION OF INDIA LTD.

भारत सरकार के पूर्ण स्वामित्वाधीन / WHOLLY OWNED BY GOVERNMENT OF INDIA

(आई एस ओ - 9001 : 2015 एवं 14001 : 2015 प्रमाणित कंपनी / ISO - 9001 : 2015 & 14001 : 2015 Certified Company)

मिनिरत्न श्रेणी-I, सीपीएसई / Miniratna Category - I, CPSE



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File No.: SY-15-20-77-Inlay-Dev/2026-27

Date: 08.09.2026

CORRIGENDUM-1

Reference: Global Tender No. 16/2026-27 dated 06.08.2026 for 'Procurement of 7.7 million sheets of ICAO Compliant Electronic Contactless Inlays (in 2 ups) along with its operating system for Indian e-Passport Booklets through Development Tender'.

In context with the above, the following amendments are hereby authorized to be read as:

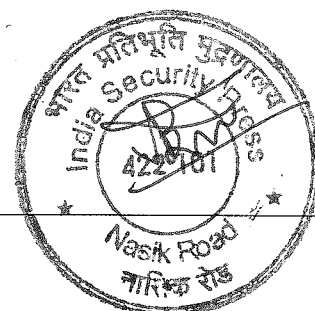
Sr. No.	Clause No., Page No.	Existing	Read as
1.	Section I: Notice Inviting Tender (NIT), Clause no. 1, Note* Page 3	This tender is for development of vendors for "ICAO Compliant Electronic Contactless Inlays (in 2 ups) along with its operating system for Indian e-Passport Booklets". The existing supplier firms can also participate in this tender.	This tender is for development of domestic entities for "ICAO Compliant Electronic Contactless Inlays (in 2 ups) along with its operating system for Indian e-Passport Booklets". The existing domestic supplier can also participate in this tender.
2.	Section I: Notice Inviting Tender (NIT), Clause no. 1, Page 3	Dates of sale of PQB documents: From 06.08.2026 to 22.09.2026 during Office hours	Dates of sale of PQB documents: From 06.08.2026 to 29.09.2026 during Office hours
3.	Section I: Notice Inviting Tender (NIT), Clause no. 1, Page 3	Closing date and time for receipt of tenders: 22.09.2026 up to 14:30 Hrs.	Closing date and time for receipt of tenders 29.09.2026 up to 14:30 Hrs.
4.	Section I: Notice Inviting Tender (NIT), Clause no. 1, Page 3	Time and date of opening of Pre-Qualification Bid: 15:00 Hours on 22.09.2026	Time and date of opening of Pre-Qualification Bid: 15:00 Hours on 29.09.2026
5.	Section II: Eligibility Criteria, 7. Other Eligibility requirements for the Bidders: Clause no. 7.(a) Page 8	Names of organization(s)/ firm(s) with addresses and telephone numbers, fax numbers, email addresses to which they have manufactured and supplied such 'ICAO compliant Electronic Contactless Inlays' indicating the details and quantities supplied annually during the last five years.	Deleted.
6.	Section II: Eligibility Criteria, 7. Other Eligibility requirements for the Bidders: Clause no. 7.(d) Page 8	Manufacturers/manufacturers under license or their authorized dealers who are exclusively appointed by the principal manufacturer to represent them in the country shall be eligible to apply or to take part in the bid. One manufacturer can authorize only one agent. There can be only one bid from: (i) The principal manufacturer directly or through one Indian agent on his behalf or (ii) The foreign principal or any of its branch/ division or (iii) Indian/ Foreign Agent on behalf of only one Principal.	Deleted.



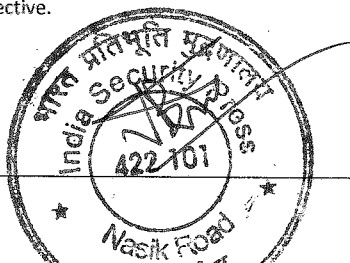
पंजीकृत कार्यालय : एसपीएमसीआईएल, तीसरी मंजिल, टॉवर-जी, वर्ल्ड ट्रेड सेंटर, नौरोजी नगर, नई दिल्ली-110029.

Regd. Office : SPMCIL, 3rd Floor, Tower-G, World Trade Centre, Nauroji Nagar, New Delhi-110029.

Sr. No.	Clause No., Page No.	Existing	Read as
		In such cases order will be placed on Principal manufacturer.	
7.	Section II: Eligibility Criteria, Clause no. 7.(g) Page 8	In case the tenderer is an Indian agent quoting on behalf of foreign manufacturer, the Indian agent should be already enlisted under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies and Disposals (DGS &D). Documentary evidence regarding same to be submitted along with tender. NOTE: If an agent is participating on behalf of a Manufacturer with the support of Manufacturer Authorization Certificate, the above said eligibility criteria should be complied by Manufacturer only and not by the Agent. Also, Order shall be placed on the successful Principal Manufacturer only.	Deleted.
8.	Section II: Eligibility Criteria, 7. Other Eligibility requirements for the Bidders: Clause no. 7.(h) Page 8	The bidder needs to fill up the section III of tender form regarding the local content of as per Public Procurement (Preference to make in India) order 2017 No. P-45021/2/2017-PP(BE-II) of DPIIT, dated 19.07.2024 (or any further amendment thereof).	Deleted.
9.	Section II: Eligibility Criteria: Note - 8 2] Consortium/JV Point (v) Page 7	The members of the Consortium shall enter into an agreement for submitting a bid which should be duly notarized. The agreement shall convey the intent to form a Consortium which meets the requirements of this tender, clearly mentioning the roles and responsibilities of each member. The composition or constitution of the Consortium shall not be altered without the prior consent of the Purchaser.	The members of the Consortium meeting the requirements of this tender shall enter into an agreement for submitting a bid which should be duly notarized, clearly mentioning the roles and responsibilities of each member. The composition or constitution of the Consortium shall not be altered without the prior consent of the Purchaser.
10.	Section III: Tender Form Page 11	We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.	We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements that shall be provided in Techno-Commercial Tender.
11.	Section III: Tender Form Clause no. 1. Page 11	Make in India Status: Having read and understood the Public Procurement (Preference to Make in India PPP, MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following: (a) Self-Certification for category of supplier: ☐ Class-I Local Supplier/ ☐ Class-II Local Supplier/ ☐ Non-Local Supplier. (b) We also declare that: ☐ There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or ☐ We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order	Deleted. <u>(NOTE: 'Section-III: Tender Form (Revised)' is enclosed herewith. Bidders are required to submit this Revised Tender Form along with their PQB offer.)</u>
12.	Section V: Application for Pre-qualification 7. Checklist for submission of all the	Details w.r.t. Clause '1.4 Preference to Make in India Products' of Section IV: General Instruction for the Bidders.	Deleted.



Sr. No.	Clause No., Page No.	Existing	Read as
	documents as per PQB requirement: Point no. 13 Page 18		
13.	Annexure II, Page 23	In addition to the above, you are also requested to submit a Certificate that this product is exclusive and design / parameter/ specification for ICAO Compliant Electronic Contactless Inlays (in 2 ups) along with its operating system for Indian e-Passport Booklets will be exclusive for India.	In addition to the above, you are also requested to submit a Certificate that this product is exclusive and design / parameter/ specification for ICAO Compliant Electronic Contactless Inlays (in 2 ups) along with its operating system for Indian e-Passport Booklets will be exclusive for India. The OS shall be native and make in India only.
14.	Annexure – IV Consortium Agreement Format Point No.: Heading Page No.: 35	To be executed on stamp paper of appropriate value.	To be executed on stamp paper of appropriate value duly notarized. <u>(NOTE: 'Annexure – IV Consortium Agreement Format (Revised)' is enclosed herewith. Bidders are required to submit this Revised Annexure – IV along with their PQB offer.)</u>
15.	Annexure - IV Consortium Agreement Format Point No. 1 Page No.: 35	1. {.....}, a company incorporated under the provisions of Companies Act,1956/a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act,2008} and having its {registered office/office} at.....(hereinafter referred to as the "First Part" or the "Primary Bidder" which expression shall, unless repugnant to the context include its successors and permitted assigns) AND	1. {.....}, an entity incorporated under the provisions of Indian Laws registered in India and having its {registered office/office} at.....(hereinafter referred to as the "First Part" or the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns) AND <u>(NOTE: 'Annexure – IV Consortium Agreement Format (Revised)' is enclosed herewith. Bidders are required to submit this Revised Annexure – IV along with their PQB offer.)</u>
16.	Annexure - IV Consortium Agreement Format Point No. 2 Page No.: 35	2. {.....}, a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act,2008} and having its {registered office/office} at..... (hereinafter referred to as the "Second Part" or the "1st Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns) AND	2. {.....}, an entity incorporated under the provisions of Indian Laws registered in India and having its {registered office/office} at..... (hereinafter referred to as the "Second Part" or the "1st Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns) AND <u>(NOTE: 'Annexure – IV Consortium Agreement Format (Revised)' is enclosed herewith. Bidders are required to submit this Revised Annexure – IV along with their PQB offer.)</u>
17.	Annexure - IV Consortium Agreement Format Point No. 3 Page No.: 35	3. {.....}, a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008} and having its {registered office/office} at..... (hereinafter referred to as the "Third Part" or the "2nd Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns) The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".	3. {.....}, an entity incorporated under the provisions of Indian Laws registered in India and having its {registered office/office} at..... (hereinafter referred to as the "Third Part" or the "2nd Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns) The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party". <u>(NOTE: 'Annexure – IV Consortium Agreement Format (Revised)' is enclosed herewith. Bidders are required to submit this Revised Annexure – IV along with their PQB offer.)</u>
18.	Annexure - IV Consortium Agreement Format Point No. - 3. Role of the Parties Page No.: 36	The Parties hereby undertake that Party of the First Part is fulfilling the prequalification criteria as per the requirement of "Tender" in all respects and shall be the "Lead Member" of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective.	The Parties hereby undertake that Party of the First Part is fulfilling the prequalification criteria w.r.t. capability and capacity as per the requirement of "Tender" in all respects and shall be the "Lead Member" of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective. <u>(NOTE: 'Annexure – IV Consortium Agreement Format (Revised)' is enclosed herewith. Bidders are required to submit this Revised Annexure – IV along with their PQB offer.)</u>



Sr. No.	Clause No., Page No.	Existing		Read as	
19.	Annexure - IV Consortium Agreement Format	SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of FIRST CONSORTIUM MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of FIRST CONSORTIUM MEMBER by:
	IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.	(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)
	Page No.: 38	SIGNED, SEALED AND DELIVERED For and on behalf of SECOND CONSORTIUM MEMBER by: (Signature) (Name) (Designation) (Address)		SIGNED, SEALED AND DELIVERED For and on behalf of SECOND CONSORTIUM MEMBER by: (Signature) (Name) (Designation) (Address)	
				Witness 1	Witness 2
				(NOTE: 'Annexure - IV Consortium Agreement Format (Revised)' is enclosed herewith. Bidders are required to submit this Revised Annexure - IV along with their PQB offer.)	

Note: a. Regarding, specific query raised by many vendors, during Pre-Bid Meeting on 03.09.2026, against the explanation of Common Points: 6, Section II: Eligibility Criteria, Clause no: 9.a, Page no. 9. As, it is deliberated that "CC Certification, in the name of OEM" is the part of Techno Commercial Tender, therefore, it shall be covered during Techno Commercial Tender.

b. All other terms and conditions of the tender document shall remain unchanged.

c. For further details, please visit our website www.spmcil.com or <https://ispnasik.spmcil.com> regularly.



(Signature)
Jt. General Manager (DO) – Purchase i/c
For Chief General Manager
08/09/2026

Section III: Tender Form (Revised)

To

Date.....

(complete address of SPMCIL)

Ref: Your Tender document No. dated

We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No., dated (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (description of goods and services) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto, as required in the GIT clause19, read with modification, if any in Section-III – "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We also solemnly declare as under:

1. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

☐ We do not belong to any Country whose bidders are notified as ineligible under this order

2. **Debarment status:** Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ dept. of Government of India or by any State Govt:

☐ Yes (with period of Ban)

☐ No. We, solemnly declare that neither we nor any of Our affiliates or subsidiaries-including subcontractors or suppliers for any part of the contract-do not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

3. **Penalties for false or misleading declarations:** I/ We hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the details. We understand that any wrong or misleading self-declaration by us would be violation of code of ethics and would attract penalties as mentioned in this tender document, including debarment.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of
.....
.....

May Kindly Refer General Instructions to Tenderers (GIT -Total pages: 36).

Please refer the link to <https://spmCIL.com/uploaddocument/GIT3.0.pdf> for further details.

May Kindly Refer General Condition of Contract (GCC-Total pages: 25)

Please refer the link to <https://spmCIL.com/uploaddocument/GCC3.0.pdf> for further details.



(CONSORTIUM AGREEMENT FORMAT)
CONSORTIUM AGREEMENT
 (To be executed on stamp paper of appropriate value duly notarized)

THIS CONSORTIUM AGREEMENT is entered into on this the day of 202...

AMONGST

1. {....., an entity incorporated under the provisions of Indian Laws registered in India and having its {registered office/office} at.....(hereinafter referred to as the "First Part" or the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., an entity incorporated under the provisions of Indian Laws registered in India and having its {registered office/office} at..... (hereinafter referred to as the "Second Part" or the "1st Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., an entity incorporated under the provisions of Indian Laws registered in India and having its {registered office/office} at..... (hereinafter referred to as the "Third Part" or the "2nd Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS:

(A) India Security Press, Nashik (hereinafter referred to as the "ISP" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), a unit of Security Printing and Minting Corporation of India Limited (SPMCIL) has invited bids ("bids") by its tender vide reference No _____ dated _____ (hereinafter referred as "TENDER") for " _____ " (the "Project/Contract").

(B) The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and conditions of the Tender Bidding Documents in respect of the Contract, and

(C) It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Consortium Agreement (the "Agreement") and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the bidding process for the Project. The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates. The Parties also undertake that they will not act as supplier for whole or any part of the Project to other sole bidders or consortium members, in case their bid is successful and contract is awarded to them. The Parties also undertake that consortium members are related to the relevant technology i.e. manufacturing and supply of ICAO compliant Electronic Contactless Inlays.

3. Role of the Parties

The Parties hereby undertake that Party of the First Part is fulfilling the prequalification criteria w.r.t. capability and capacity as per the requirement of "Tender" in all respects and shall be the "Lead Member" of the Consortium and shall have the



Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective.

The project shall be executed by the "Lead Member", however, all the parties of the Consortium shall be jointly and severally liable to ISP for all the activities including financial liabilities (Reference to the Tender Document).

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not,:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

6. Obligations of the Parties

a. We the Consortium partners hereby agree that M/s _____ having capability to execute this tender shall act as the 'Lead Member' of the Consortium and shall have the authority to bind each of the Consortium Partners. The Lead Member shall be responsible towards:

- i. preparation and submission of bid on behalf of the consortium.
- ii. To negotiate with the Purchaser (if selected by ISP for negotiation)
- iii. Acceptance of contract on behalf of Consortium
- iv. Correspondence with the parties, coordination between the purchaser, consortium partners and other agencies concerned
- v. Submission of contract securities and other documents
- vi. To submit invoice and other documents and receive payment

b. Any correspondence exchanged with the Lead Member of the Consortium shall be binding on Consortium Partners.



c. In case of breach of the said contract by any of the partners of the Consortium, the other Consortium partner(s) hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms and conditions of the Contract.

d. The responsibilities for performing execution of the said contract by each Consortium partner is as indicated in the Annexure-1. It is further agreed by the Consortium 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 members under this agreement.

e. It shall be ensured by all the parties that the Lead Member should have the capability to perform the Bid Conditions. Further all the Parties should be from the relevant technology for which the Bid has been issued.

7. Conflict of Interest:

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the project or the contract for "_____".

8. Post Contract Liabilities:

For any loss or damage on account of any breach of this Agreement or the contract for "_____" or any shortfall in the execution of the Project, meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender, "Lead Member" undertake to promptly make good such loss or damage on ISP's demand without any demur. ISP shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of ISP to proceed against the "Lead Member" before proceeding against the other Parties herein.

9. Assignment:

The rights and obligations of First and Second Consortium Member under this Agreement shall not be assigned to any third party during the subsistence of the Contract. This consortium has been created for the purpose of participating in the Bid for _____ published vide Tender No. _____ dated _____ and should continue to be in force until all obligations under the contract have been discharged. Further, any and/or all Parties will continue to be treated as a part of the Consortium in case any contractual breach is discovered by ISP after the termination of the Contract.

10. Employers' responsibility:

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

11. Insurance:

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

12. Applicable Law:

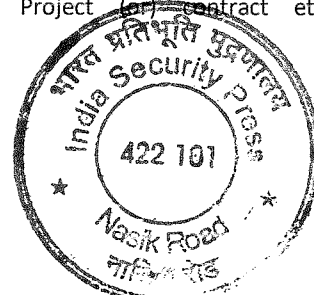
This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Nashik shall have the exclusive jurisdiction in all matters arising hereunder.

13. Termination

This Agreement shall be effective from the date of pre-bid submission and shall continue till the expiry of the final contract for _____. However, in case the Consortium is either not pre-qualified or does not get selected for award of the Contract, the Agreement will stand terminated as the case may be.

14. Indemnification:

All consortium members of this agreement shall fully indemnify, hold harmless and defend ISP and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to



negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIRST CONSORTIUM MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND CONSORTIUM MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

Witness 1

Witness 2

Notes: Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.



ANNEXURE-1 TO CONSORTIUM AGREEMENT
DIVISION OF WORK AMONG CONSORTIUM PARTNERS BASED ON THEIR RESPONSIBILITIES AND WORKING ARRANGEMENT

S. No.	Description of work to be carried out by Consortium (Indicative)	Division of Responsibility		
		LEAD MEMBER	FIRST CONSORTIUM MEMBER	SECOND CONSORTIUM MEMBER

