

DREDGING CORPORATION OF INDIA LIMITED
H.O. VISAKHAPATNAM

Ref: DCI/HO/TECH-I/DR-AQ/2020-21

Date: 19.11.2020

CORRIGENDUM-1

Sub: Tender for supply and installation of 01 Nos. New plate type heat exchanger onboard DCI Dredge Aquarius at Paradip- Reg.

Ref: Tender No: DCI/HO/TECH-1/DR-AQ/2020-21, DT: 27.10.2020.

Referring to above tender for "supply and installation of 01 Nos. New plate type heat exchanger onboard DCI Dredge Aquarius at Paradip", Corrigendum is issued for extension of due date of submission:

Sl. No.	Description	Remarks/Date
1	Due date for submission of tender.	1500 Hrs 25.11.2020
2	Due date of opening of tender (technical bid).	1530 Hrs 25.11.2020

All other terms and conditions of tender remain unchanged.


HOD(Tech)-I
Dredging corporation Of India Limited.



DREDGING CORPORATION OF INDIA LIMITED
Head Off: Dredge House,
HB Colony, Seethammadhara
Visakhapatnam – 530 035

Email: hodtech@dcil.co.in

NOTICE INVITING TENDER

Ref. No. DCI/HO/TECH-1/DR-AQ/2020-21

DATE: 09-11-2020

To,

Sir,

Sub: Tender for supply and installation of 01 Nos. New plate type heat exchanger onboard DCI Dredge Aquarius at Paradip - Reg.

Ref: Tender No. **DCI/HO/TECH-1/DR-AQ/2020-21**, Date: 09.11.2020 Due date for Opening on 19.11.2020

GENERAL TERMS & CONDITIONS

1. Sealed tenders are invited in Two-cover bid system for supply and installation of 01 No. Plate type heat exchanger onboard DCI Dredge Aquarius at Paradip.
2. The tenderer is requested to go through the “General Terms and Conditions” of the tender and quote accordingly. Interested bidder may visit DCI Dredge Aquarius at Paradip (duly following Covid -19 regulations) at their own cost to inspect the job prior to submission of tender.
3. The quote submitted should be as per the tender document format provided in the website by DCI. No addition, editing, deletion of matter shall be permitted. If such action is observed at any stage, such tender will be rejected.
4. DCI Estimated cost for Supply and installation of 01 Nos. L.T. Cooler (Plate type Heat exchanger) with all fittings and foundation, onboard DCI Dredge Aquarius at Paradip is Rs. 14,00,000/- (Rupees Fourteen Lakh Only) exclusive of GST.
5. Tenders will be received at the following address:
HOD, (Technical Division)-1
Dredging Corporation of India Limited.
Dredge House, HB Colony Main Road
Seethammadhara, Visakhapatnam
530022
Ph: +91 9989925238.
6. The Tenderer shall deposit the tender document cost of Indian Rs.300/- (Rupees Three Hundred) (incl GST) (NON-REFUNDABLE) into DCI account No: 35833070000014, IFSC code:

SYNB0003583, MICR code: 530025003, Syndicate Bank, DCI Branch, Visakhapatnam and to enclose evidence of receipt along with Technical Bid documents, without which Tenders will be rejected.

7. Earnest Money Deposit (EMD): The Tenderer shall deposit Earnest Money deposit of Rs.14,000/- (Rupees Fourteen Thousand only) into DCI account No: 35833070000014, IFSC code: SYNB0003583, MICR code: 530025003, Syndicate Bank, DCI Branch, Visakhapatnam and to enclose evidence of receipt along with Technical Bid documents, without which Tenders will be rejected.
8. Firms registered with MSME are exempted from payment of tender document fee and EMD. MSME certificate has to be produced along with the technical bid to avail the exemption.
9. Bidder has to submit proof of payment towards Tender Document fee and EMD along with technical bid, failing which, bid will be rejected.
10. Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. The EMD will be forfeited in favor of Dredging Corporation of India Ltd., if the tenderer backs out after opening of tenders or after Corporation communicates its acceptance of offer or if the tenderer modifies the tender after opening.
11. **The performance security equal to 10% of the basic value of the Work Order has to be deposited by the successful tenderer within 15 days of issue of work order by DCI.** Alternatively, if the successful bidder wishes, the EMD submitted by him will be converted into part of the performance security deposit and the balance amount of the Performance Security Deposit after converting EMD, has to be deposited within 15 days from the date of award of contract / work order by way of electronic payment mode. Details of DCI account is mentioned above at Clause No 6.
The proceeds of the Performance Security shall be payable to the DCI as compensation for any loss resulting from the Bidders failure to complete its obligations under the contract. Performance Security Deposit will be refunded on completion of warrantee period (one year from the date of installation onboard and commissioning). Performance security deposit will not carry any interest.
12. The tender should be submitted in two cover bid system duly super scribed (TECHNICAL BID and PRICE BID). Both Technical Bid and Financial Bids are to be in different envelopes and with superscription on the envelope as TECHNICAL BID and PRICE BID as the case may be and seal both the envelopes. Put both the above envelopes in another envelope, seal the same and super scribe on the envelope “DCI/HO/TECH-1/DR-AQ/2020-21, Date:09.11.2020 and due date: 19.11.2020 ,Tender for Supply and installation of 01 Nos. new Plate type heat exchanger onboard DCI Dredge Aquarius at Paradip”

(OR)

Alternatively the tender may be submitted by email to hodtech@dcil.co.in in password protected PDF format separately for Part -1 Technical Bid, Part -2 for finance bid. The subject of the email to be mentioned as “DCI/HO/TECH-1/DR-AQ/2020-21, Date:09.11.2020 and due date: 19.11.2020 ,Tender for Supply and installation of 01 Nos. new Plate type heat exchanger onboard DCI Dredge Aquarius at Paradip”. The password for opening of Technical bid PDF document is to be provided by SMS/ email

(+91 99899 25238, hodtech@dcil.co.in) on 19.11.2020 at 1530 Hrs. The password for Price bid PDF document is to be provided by SMS/email (+91 9989925238, hodtech@dcil.co.in) on the date of opening of price bid (date of opening of price bid will be intimated at a later stage).

13. Last date & time for submission of tender is 1500 hours on 19-11-2020 and tender will be opened on the same day at 1530 hours at Head Office, Dredging Corporation of India Limited, Visakhapatnam in the presence of tenderers who wish to be present at that time.
14. Tenders received after the due date and time shall not be considered and summarily rejected. The delay due to postal / courier/ internet services, etc., shall not be considered.
15. The tenderer shall study all conditions of tender, site conditions, local conditions, rules and regulations with regard to labor, materials etc., which has a bearing on their bid and the rates quoted, will be deemed to cover all such requirements and contingencies.
16. The Technical Bid should not contain any prices but should indicate the percentage of taxes, duties, etc., if any and also should clearly indicate whether such taxes and duties etc. were included in the Financial Bid or otherwise.
17. Any issues which have a bearing on Financial Bid are to be brought out in the Technical Bid.
18. Rate quoted by the tenderer in figures and words shall be accurately filled, so that there is no discrepancy in the rates written in figures and words. If there is discrepancy between words and figures, the amounts mentioned in words will prevail. The rates are to be quoted strictly as per the format and no deviations from the tender terms and conditions shall be accepted. Alterations not authenticated with attestation may result in rejection of tender. Prices should be quoted in Indian rupees only.
19. The tenderer should sign & stamp on all pages of the tender document.
20. The tender should be valid for a period of 90 (Ninety) days from the date of tender opening.
21. The tender is non transferable and if transferred, it is liable for rejection.
22. The successful tenderer shall commence the work immediately after receipt of work order from DCI and should **complete within 50 days from date of placement of work order**. The word Successful tenderer wherever it occurs in this tender document shall mean the one to whom the work order is awarded.
23. DCI reserves the right to cancel / withdraw the tender or part of the tender at any stage without assigning any reason. Conditional tenders and additional conditions of the tenderer will not be considered.

24. Arbitration:

In case of dispute between DCI & contractor(Shipyard) for contract up to Rs. 10 crores, The issue will be referred to Chief General Manager (CGM), Dredging corporation of India Limited and the decision of CGM shall be final, conclusive and binding on all the parties and the contract upon all question relating to the meaning of specifications, designs, drawings and instructions and as to the quality of workmanship, or material used on the work or any matter arising out or relating to the specification and instruction concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instruction of CGM.

Any dispute or difference arises between the DCI and contractor (Shipyard) in connection with this Contract, or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to the arbitration by a sole arbitrator as per the provision of Arbitration and Conciliation Act 1996 and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provision of the Arbitration and Conciliation Act 1996.

The arbitrator shall give a reasoned Award and it shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof. The venue of the Arbitration shall be Visakhapatnam and the courts at Visakhapatnam shall have exclusive jurisdiction on all the matters with reference to this contract.

25. The rate quoted shall be inclusive of all taxes and duties Except GST.
26. All port charges / permits required for the above work shall be borne by the successful tenderer including hiring of crane, labour etc.
27. It shall be the responsibility of the tenderer to ensure that necessary safety precautions are followed against accident / fire / damage to ship's property / personnel.
28. The tenderer will furnish a certificate that he is not related to any officer of Dredging Corporation of India Limited or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The tenderer should give declaration (along with the tender) about the names of the relatives, who are employed in Dredging Corporation of India Limited. (Annexure-I).
29. The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc) in connection with the tender. (Annexure-I).

30. The tenderer shall give an undertaking that they have not made any payment or illegal gratification to any persons/authority connected with the tender process so as to influence the tender process. (Annexure-I).
31. The tenderer shall give an undertaking that spare parts and services for the heat exchanger supplied, will be available on separate request/work order of DCI. (Annexure-I).
32. The successful tenderer shall ensure to obtain certification from Master / CEO / Attending Superintendent of the vessel for the job carried out onboard, on which the payment will be arranged. No payment will be made without clear and original certification for the job.
33. **Payment Terms:** Payment will be made within 30 days from the date of receipt of invoice subject to submission of Invoice, original Work Done Certificate (WDC), original work order, complete in all aspects.
34. All payments will be through electronic mode of banking. Successful tenderer shall furnish their bank account details for electronic transfer of funds.
35. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts canvassing will be liable for rejection.
36. DCI is certified for ISO 9001:2015 (Quality Management system), ISO 14001:2015 (Environment Monitoring system). International Safety Management System and ISPS code. The Tenderer should comply the applicable requirements pertaining to the above standards while executing works.
37. **Pre-Qualification criteria:**
- (i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of DCI estimation.
- (ii) The tenderer should have the Experience of Supply and installation of plate type heat exchanger of equivalent capacity (or more) during last 2 years ending last day of month previous to the one in which applications are invited should be either of the following: -
- a. Three similar completed works costing not less than the amount equal to 40% of the DCI estimated cost.
- or
- b. Two similar completed works costing not less than the amount equal to 50% of the DCI estimated cost.
- or
- c. One similar completed work costing not less than the amount equal to 80% of the DCI estimated cost.

NOTE: Documentary proof towards pre-qualification criteria has to be submitted along with technical bid.

38. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable for summary rejection.
39. After award of Work order, if the bidder/supplier fails to complete in full or any part thereof within the prescribed time period, the Corporation reserves the right to recover from the bidder/supplier, liquidated damages and not by way of penalty, a sum not less than 1% of the value of order or portion thereof which the supplier failed to complete as aforesaid, for each week or part of a week subject to maximum of 10% of contract value.
40. The Corporation reserves all rights to accept or reject any tender in part or in full without assigning any reason thereof.
41. Evaluation of the tender shall be done on L-1 basis.
42. No counter condition will be accepted. Bid submitted with counter condition are liable to be rejected.
43. All terms and condition will be part of contract.

Yours faithfully,
For DREDGING CORPORATION OF INDIA LIMITED

HOD, (Tech)-I

Encl: As above

Place:
Date:

Signature of the Tenderer
(with Seal)

SPECIAL TERMS AND CONDITIONS

CONSORTIUM/JOINT VENTURES AND OTHER FORMS OF ASSOCIATION

In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted for this tender.

1. All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
2. Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
3. Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
4. One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document at Annexure-I.
5. All the correspondence will be done with the Lead member only. However, lead member is supposed to pass all the information related to the tender to other members of consortium/ joint venture.
6. The consortium/ joint venture agreement should be made by the parties before submission of the bid and should continue for entire period of contract as specified in the tender, in case of award of contract by DCI. All such agreements shall be irrevocable for the above periods.
7. Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted, and will be considered.
8. The purchaser of the tender document must be a member of the consortium submitting the tender.
9. It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.

2. FURTHER CONDITIONS FOR JV/CONSORTIUM:

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term 'Tenderer' used in this document would apply to either a Single Entity or a group of entities, i.e. a consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

- a) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any tenderer found to have a **Conflict of Interest** shall be disqualified. A tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:
 - (i) A constituent of such Tenderer is also a constituent of another Tenderer; **OR**
 - (ii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; **OR**
 - (iii) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; **OR**

- (iv) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note:

- a) Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI/award of contract, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.
 - b) In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.
 - c) Experience of any single activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
 - d) The Tenderer shall submit a Power of Attorney authorizing the signatory of the Tenderer to submit the tender.
 - e) The Agreement shall contain the information required for each member of the Consortium
 - f) The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations.
 - g) An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
 - h) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA), for the purpose of submitting Tender.
- (B) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of DCI in relation to the contract throughout the contract period.
- (C) Except as provided under the Tender Document, if any, there shall not be any amendment to the said JBA without the prior written consent of DCI.
- (D) The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter.
- (F) A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has

been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate.

(G) In computing the Technical Capability and Financial Capacity of the Tenderer / Consortium Members, the Technical Capacity and Financial Capacity of their respective individual Associates would also be eligible hereunder.

(H) No change in composition of Joint Venture or Consortium is permitted.

Note: If the Tenderer is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of DCI, including annulment of the Tendering Process.

Thanking You,

Yours faithfully,
For DREDGING CORPORATION OF INDIA LIMITED

HOD, (Tech)-I


Encl: As above

Place:
Date:

Signature of the Tenderer
(with Seal)

FINANCIAL BID

Bill of Quantity (BOQ).

 DREDGING CORPORATION OF INDIA LIMITED Head Office, Visakhapatnam DCI/HO/TECH-1/DR-AQ/2020-21, Dated 09.11.2020					
SL. NO.	DESCRIPTION	UNIT	Qty	Rate	Total
1	<p>01 Nos. new plate type heat exchanger (equivalent capacity as below specification) to be supplied and installed with all fittings and foundations onboard DCI Dredge Aquarius at Paradip (Odisha) on turnkey basis.</p> <p>Following are the details of existing heat exchanger :</p> <p>Plate material: Titanium Gasket material: NBR Flow rate: 265 m³/hr. working pressure: 04 bar testing pressure:06 bar pressure drop: 0.55 bar inlet temp: 58°C outlet temp:36 °C No. of plates: 222 Nos. Dimension: Maximum width: 872 mm. Maximum height: 1812 mm Flange PCD: 286mm Flange ID: 220mm Flange OD: 340 mm</p> <p>Other dimension as per attached sheet.</p>	Nos	01		

Note:

1. Firm has to supply and install 01 Nos. new heat exchanger of above specification onboard DCI Dredge Aquarius at Paradip. Necessary foundation preparation along with all fittings, pressure testing and successful running trial has to be shown to ship staff and IRS surveyor.
2. Supplier has to provide **warranty for a period of 1 year**, w.e.f. date of installation and commissioning onboard.
3. Strictly the firm/supplier should quote for the tendered items as per the given technical specifications or equivalent capacity, otherwise the tender is liable for rejection.
4. Necessary Manuals and Drawings are to be provided along with heat exchanger.
5. Prompt post purchase support services including, spares, and attending repairs by service engineer anywhere in India and make the heat exchanger to work satisfactorily.

Annexure-I

UNDERTAKING

Tender No. DCI/HO/TECH-1/DR-AQ/2020-21, dt: 09-11-2020.

Sub: Tender for Supply and installation of 01 Nos. Plate type heat exchanger onboard DCI Dredge Aquarius at Paradip - Reg.

As per the Tender requirements, we hereby state that we have strictly quoted for all items in the document as provided on the website only. If we fails to quote for any item and such action is observed at any stage, DCI have a right for rejection of tender.

As per the Tender requirements we hereby state that we have not made any payment or illegal gratification to any person/Authority connected with the Bid process so as to influence the Bid process and have not committed any offence under the prevention of Corruption Act in connection with the Bid.

We state that no payments have been made nor proposed to be made to any intermediaries in connection with Bid.

As per requirement we hereby state that spare parts and services (if required on later dates) for the heat exchanger supplied, will be available on separate request/work order from DCI.

Signature of Tenderer & Seal

Checklist

1. The Technical Bid cover (Part-I) document should contain the following:

- i. All pages of Tender documents duly stamped and signed by authorized signatory in agreement to DCI terms & conditions.
- ii. All other pages including annexures and schedules duly stamped and signed by the authorized signatory in agreement to DCI terms & condition.
- iii. Duly signed and stamped Supporting documents towards pre qualification criteria.
- iv. Payment receipts of Tender document cost and EMD must be enclosed in technical bid. Without cost of Tender documents and EMD, tenders will be rejected.
- v. MSME certificate, to avail exemption on tender cost & EMD, If applicable.
- vi. Consortium/JV agreement, if applicable.

2. The second cover(Part-II Financial bid) sealed cover containing the Financial Bid should contain the financial offer as per BOQ, duly indicating rates both in figures and words and signed by authorized signatory.

jointly to execute the job of design, manufacture, supply and installation of 01 Nos. heat exchanger of specified cooling capacity as given in tender.

2. Exclusivity:

2.1 The parties herein agree that no party shall, consequent to the successful bidding, withdraw from its agreement during the execution of the job for any reason whatsoever.

2.2 The parties herein also have represented and assured each other that they will abide by and be bound by the terms and condition stipulated by DCI for awarding the agreement for execution of above specified job including signing contract in the execution of this agreement.

3. Coordinator:

The parties hereby agree that the first party shall act as the lead partner for self and on behalf of the other parties and shall enter into and execute the agreement for supply and installation of heat exchanger onboard Dredge Aquarius at Paradip for itself and on behalf of the other parties. The parties herein further declare and confirm that they are jointly and severally bound to DCI for execution of the agreement for above tendered job in accordance with its term and shall jointly and severely be liable to DCI to perform all contractual obligations, including technical guarantees mentioned therein and in this agreement. The lead partner is authorized to incur liabilities, LD if any and receive instructions for and on behalf all partners of the consortium.

4. Conflict of Interest

The parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of Agreement or the project or the agreement for technical consultancy services. And also to identify any conflict of interest so that DCI can consult with the lead partner and other parties to sort out such conflicts.

5. Assignment:

The rights and obligation of all the parties under this agreement shall not be assigned to any third party without the prior written consent of DCI.

6. Part of contract:

It is further agreed by the parties herein that this Consortium Agreement shall be irrevocable and shall form an integral part of the Agreement with DCI and shall continue to be enforceable against the parties herein by DCI till the terms of agreement are fulfilled.

It shall be effective on the date first mentioned above for all purpose and intends.

7. Transparency & honesty:

All the communication and deals will be open and transparent which forms the pillar of this contract. All deals and discussion will be with keeping the best interest of members of Consortium.

8. Effectiveness:

This Agreement shall become effective and upon signature by the Parties for the contractual period (Including warrantee period) (from date of signing).

9. Unmentioned Proceeding:

Any other unmentioned or uncertainties arising in terms of the meanings herein will be settled through mutual consultation.

10. Miscellaneous

(1) In case any one or more of the provisions contained in this CONSORTIUM AGREEMENT shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not thereby be affected.

(2) Neither Party shall have any liability to other Party for any loss, costs, or any direct or consequential loss howsoever arising under this CONSORTIUM AGREEMENT or from their cooperation hereunder.

(3) Any notices to be given hereunder shall be in writing and either personally delivered or mailed by registered mail with email or fax to the other Party at the address specified herein above, or such other address as either party may, from time to time, designate by notice given on the date of receipt, or attempted receipt, if acceptance of delivery is refused.

(4) The CONSORTIUM AGREEMENT is made in English language. All communication/correspondence between Parties will be in English only.

(5) A legally enforceable relationship between the Parties shall come into existence only upon the execution of DEFINITIVE AGREEMENT and in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties herein have through their respective authorized representative have executed these presents and affixed their hands and common seal of the respective companies on the day, month and year aforementioned.

For M/s. _____

For and on behalf of the part of the First Part and the First and Lead member.

For M/s. _____

For and on behalf of the part of the second member.

For M/s. _____ (If applicable)

For and on behalf of the part of the Third member.

For M/s. _____ (If applicable)

For and on behalf of the part of the Fourth member.

(Authorized Representative)

WITNESS

Name:

Designation:

For M/s. _____

(_____)

For and on behalf of the party of Second Part and Second participant member

(Authorized Representative)

WITNESS

Name:

Designation:

For M/s. _____