



Date 11-04-2026

Corrigendum - 2

Selection of Official Team India Kit Sponsor

S. No.	Bidding Document Reference(s) (Clause number)	Content of RFP requiring clarification	Points of Clarification required	Response
1	Section – I Point 2	Schedule of bidding process with key details	<p>Further to our queries in the email dated April 8, and in line with our previous communication, we would request the IOA to consider the request to extend the submission deadline in order to meet the requirements in the RFP and Corrigendum, as well as accommodate the responses we are hoping to get to our last email within the submission.</p> <p>We are cognizant of the delivery schedule of the Commonwealth Games and would therefore request that the bid submission deadline may be extended by a few days to April 17, 2026.</p>	<p>Revised date of Bid Submission: 17th April 2026, Friday, 1200 hrs</p> <p>Revised time of Technical Presentation: 17th April 2026, Friday, 1500hrs</p>
2	RFP Clause 11 – Document comprising the bid Corrigendum (1) S.no 11 – Documents comprising the bid	Sample submission	a. As per Corrigendum, the bidder is required to submit samples of Playing and Training Kit for the specified 9 sports AND is required to submit samples of each item mentioned in the	All samples are required to be submitted together in a sealed packet or box, clearly labelled as “Samples”.

S. No.	Bidding Document Reference(s) (Clause number)	Content of RFP requiring clarification	Points of Clarification required	Response
			<p>“Section VI- Technical Specifications of Sports Kit”</p> <p>Query:</p> <p>It is our understanding that all the items mentioned in Point a) above would collectively constitute Part 3: Sealed Packet for Samples as mentioned in Clause 11 (iii) of the RFP document. As such, we would need to submit samples of all items together in a sealed packet on the date of submission. Please confirm if our understanding is accurate.</p>	
3	<p>RFP Section VI – Technical Specifications of Sports Kit</p> <p>Corrigendum (1) Annexure 1 Evaluation criteria (Point 2)</p>	Testing methods of Apparel	<p>a. As per Corrigendum, the bidder is required to submit samples of Playing and Training Kit for the specified 9 sports AND is required to submit samples of each item mentioned in the “Section VI- Technical Specifications of Sports Kit”</p> <p>b. As per Revised Evaluation Criteria as mentioned in the Corrigendum, Evaluation of Samples has a weightage of 60 marks, further broken up into 5 components of Fabric Durability, Wash cycle resistance, Athlete Wear Trials, Seam Strength Testing and Branding durability testing.</p> <p>Query:</p>	<p>The evaluation criteria prescribed in Annexure 1 Evaluation criteria (Point 2) shall be applicable only to apparel items (As listed below) as specified under “Section VI – Technical Specifications of Sports Kit” of the RFP.</p> <p>Apparel items include:</p> <p>a. Playing and training kits of the following sports</p> <ol style="list-style-type: none"> 1) Badminton 2) Boxing 3) Cricket 4) Hockey 5) Kabaddi Rowing 6) Sailing 7) Weightlifting

S. No.	Bidding Document Reference(s) (Clause number)	Content of RFP requiring clarification	Points of Clarification required	Response
			<ol style="list-style-type: none"> 1. With respect to the Revised Evaluation Criteria, we seek clarity on whether the testing methods described in Point b) above will be applicable only for the apparel samples or for all items included in Point a) above. 2. Additionally, with respect to the support documents to be submitted, we seek clarity on whether the required testing certificates are to be provided for apparel samples only, or for all items included in Point a) above. 	<ol style="list-style-type: none"> 8) Wrestling b. Others <ol style="list-style-type: none"> 1) Tracksuits 2) T-shirts 3) Shorts 4) Socks
4	<p>RFP Section VI – Technical Specifications of Sports Kit</p> <p>Corrigendum (1) Annexure 1 Evaluation criteria (Point 2)</p>	Testing methods of non-apparel items	<p>Query:</p> <p>Specifically with respect to items mentioned in the “Section VI- Technical Specifications of Sports Kit”, we seek clarity on whether items will be evaluated solely on adhering to the Minimum Acceptable Specifications mentioned in the RFP, or whether there are any specific testing certificates required to be submitted for these items such as suitcase, shoes, socks, cap etc?</p>	<p>For non-apparel items (listed below) specified under “Section VI – Technical Specifications of Sports Kit”, bidders are required to submit the sample along with detailed product specifications and features. No separate testing certificates are required.</p> <p>Evaluation for the same will be conducted based on relevant performance, durability, and specification compliance parameters, as determined by the Evaluation Committee, in line with standard procurement practices.</p> <p>Non- Apparel Items include:</p> <ol style="list-style-type: none"> 1. Suitcase 2. Travel Duffle bag/Backpack 3. Jogging/running shoes 4. Cap 5. Lapel pins

S. No.	Bidding Document Reference(s) (Clause number)	Content of RFP requiring clarification	Points of Clarification required	Response
5	Corrigendum (1) S.no 30 – Technical specification of Sports kits – Additional note	Kit customisation as per games requirements	Query: Further, the Corrigendum has an additional note instructing Bidders to provide the IOA with technical specifications of the sports kit specified for each Games, specific to the prevailing environmental and weather conditions of the host city. We seek clarity on what is expected under this clause, and whether this is to be included in the Technical Bid, or the Technical Presentation?	Bidders are required to provide a technical note outlining fabric selection, ventilation, material suitability, etc. for each Game. This may include their approach to designing and supplying sports kits suitable for the climatic and environmental conditions of each host city, factoring in temperature, humidity, and seasonal variations. For example, winter-appropriate apparel such as warmer track suits may be required for events like the Commonwealth Games in Glasgow, whereas lighter, breathable, and moisture-wicking apparel may be required for events such as the Youth Olympic Games in Dakar, Senegal. The said technical note should be included in the Technical Bid, and may also be elaborated during the Technical Presentation, if applicable.
6	RFP Clause 6 - Content of Bidding documents Corrigendum (1) Annexure 1-5	Content of bidding document	Query: As per Clause 6 of the RFP (Content of Bidding Documents), there are a list of 12 sections of documents that must be included as part of the Bid Document. We seek clarity on whether all these sections are still required to be submitted, in light of the Corrigendum issued?	Bidders are required to submit all twelve documents listed under Clause 6 (Content of Bidding Documents), along with the documents specified in Annexure 1, Annexure 2, Annexure 3, Annexure 4, and Annexure 5, where Annexure 5 is applicable to the bidder provided in the Corrigendum. The Corrigendum should be read as supplementary and overriding only where explicitly stated.

S. No.	Bidding Document Reference(s) (Clause number)	Content of RFP requiring clarification	Points of Clarification required	Response
7	RFP Clause 25 – Comparison of Bids and Award Criteria (iv)	Right of First Refusal	Query: Clarification on the objective scope and requirements to comply with “material, measurable and matchable terms” and whether there is any requirement to meet any technical requirements as specified in the RFP or is the material, measurable and matchable terms referred restricted to matching the financial bid of the highest-ranked proposal?	<p>A bid, by its nature, includes both technical and financial aspects and cannot be read in a limited or disjunctive manner.</p> <p>The concept of “<i>material, measurable and matchable terms</i>” cannot be restricted solely to the financial aspects of any third-party offer(s). It will necessarily include both the technical as well as financial parameters. As such, any comparison would only be meaningful when it evaluates the overall substance of an offer. Accordingly, any exercise of matching rights must be equivalent across all material, measurable and matchable terms, of both the technical as well as the financial bid, taken together.</p> <p>In other words, the highest-ranked proposal or bid can be deemed to be matched or bettered by exercising the ROFR, only if, all the services and goods provided at the value quoted in the bid, are matched or bettered.</p>
8	RFP Section 1 – Invitation for Bid (IFB)	Games included	Query: Will the Right of First Refusal be recognised and applied to any future tender in respect of events covered by the erstwhile agreement and not by the RFP,	<p>The rights granted in this RFP are granted with no further rights attached thereto for future events, regardless of the outcome of this RFP, whether or not the right to match is exercised. Thus, even a decision to not exercise the rights under the current RFP would necessarily result in cessation of such</p>

S. No.	Bidding Document Reference(s) (Clause number)	Content of RFP requiring clarification	Points of Clarification required	Response
			irrespective of whether the ROFR is exercised in respect of the RFP?	rights in its entirety and shall not subsist for any subsequent events.
9	Corrigendum -1 Annexure- 1 Evaluation Criteria S. No. 2	Fabric durability testing	Fabric Testing: Can we get specifications of what you'd want the test report for? Eg: GSM, PH value, Piling, Colour fastness, Composition	<p>The bidder is required to submit sample test reports covering the key quality and durability parameters relevant to the proposed Team India kit items. At a minimum, the test reports should include the following, as applicable to the apparel / fabric submitted:</p> <p>Fabric Durability Testing:</p> <ol style="list-style-type: none"> 1. Fabric composition 2. Fabric weight (GSM) 3. Pilling resistance 4. Abrasion resistance / fabric durability <p>Wash Cycle Resistance:</p> <ol style="list-style-type: none"> 1. Wash cycle resistance / dimensional stability, including shrinkage 2. pH value <p>Seam Strength Testing:</p> <ol style="list-style-type: none"> 1. Seam performance 2. Stretch and recovery <p>Branding Durability Tests:</p> <ol style="list-style-type: none"> 1. Colour fastness to light, washing, and perspiration 2. Colour fastness to rubbing / crocking <p>The above shall be supported by test reports issued by government authorised laboratory.</p>

S. No.	Bidding Document Reference(s) (Clause number)	Content of RFP requiring clarification	Points of Clarification required	Response
				<p>Testing shall be conducted in accordance with relevant Indian/ International standards..</p> <p>Bidders are advised to ensure that the submitted test reports are relevant to the specific sample(s) being submitted under the bid. IOA reserves the right to seek additional clarification, verification, or supplementary test reports, if required, during evaluation.</p> <p>The sample evaluation shall continue to be assessed under the parameters already set out in the bid documents, including fabric durability testing, wash cycle resistance, seam strength testing, and branding durability tests.</p>
10	<p>Corrigendum -1</p> <p>Annexure- 1</p> <p>Eligibility Criteria</p> <p>S. No. 1</p>	Joint Bidding Agreement	For the consortium: Please let us know if you have a draft for the Joint Bidders Agreement which is also a requirement for the RFP	Template for Joint Bidding Agreement is attached as Annexure -1



Annexure -1

JOINT BIDDING AGREEMENT

(Template for Consortium Bidders)

To be executed on Non-Judicial Stamp Paper of Rs. 200/- and duly notarized

This Joint Bidding Agreement (“Agreement”) is made and executed on this ___ day of _____, 2026, at _____.

BY AND AMONG

[Name of Consortium Member 1], a company / limited liability partnership / entity duly organized and validly existing under the laws of _____, having its registered office at _____, acting through its duly authorized representative Mr./Ms. _____, authorized vide resolution / authorization dated _____ (hereinafter referred to as the “Lead Member”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

[Name of Consortium Member 2], a company / limited liability partnership / entity duly organized and validly existing under the laws of _____, having its registered office at _____, acting through its duly authorized representative Mr./Ms. _____, authorized vide resolution / authorization dated _____ (hereinafter referred to as “Consortium Member 2”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

[Add additional members, if applicable].

The above parties are hereinafter collectively referred to as the “Consortium Members” and individually as a “Consortium Member”.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

“Agreement” means this Joint Bidding Agreement, together with its annexures, as amended in accordance with its terms and the RFP Documents.

“Bid” means the proposal submitted or to be submitted by the Consortium to IOA pursuant to the RFP Documents.

“Consortium” means the association of the Consortium Members constituted under this Agreement for the purpose set out herein.

“Contract” means the agreement(s) that may be entered into by IOA with the selected bidder pursuant to the RFP Documents.



“Lead Member” means the Consortium Member designated under Clause 4 of this Agreement and duly authorized by the other Consortium Members to represent the Consortium.

“RFP Documents” means the RFP, corrigendum, clarifications, annexures and all other bid documents issued by IOA in connection with the Selection of Official Team India Kit Sponsor.

“Services / Scope” means the goods, services, obligations, deliverables and commercial commitments contemplated under the RFP Documents and the Contract.

2. PURPOSE OF THE AGREEMENT

- 2.1 The Consortium Members hereby irrevocably agree to form a consortium for the limited purposes of jointly preparing and submitting the Bid, participating in the bid process conducted by IOA, entering into and performing the Contract if selected, and recording the rights, responsibilities, obligations, inter se commercial arrangements and governance structure of the Consortium Members in relation thereto.
- 2.2 This Agreement is executed solely for the purposes stated herein and shall not be construed to create a partnership under the Indian Partnership Act, 1932, or any agency relationship among the Consortium Members except to the limited extent expressly provided herein for the purposes of bidding and contract execution.

3. CONSTITUTION OF THE CONSORTIUM

- 3.1 The Consortium shall comprise the following Consortium Members:
 - [Name of Lead Member]
 - [Name of Consortium Member 2]
 - [Add more, if applicable]
- 3.2 The Consortium Members agree that the Consortium is being constituted in accordance with the provisions of the RFP Documents permitting consortium participation.
- 3.3 The Consortium Members further agree that no Consortium Member shall withdraw, resign, retire, cease to participate, or otherwise alter its status in the Consortium except in accordance with the RFP Documents and with prior written approval of IOA, wherever required.

4. DESIGNATION OF LEAD MEMBER

- 4.1 The Consortium Members hereby nominate and designate [Name of Lead Member] as the Lead Member of the Consortium.
- 4.2 The Lead Member shall act as the sole and exclusive representative of the Consortium for all purposes connected with the Bid and, if selected, for the performance and administration of the Contract, subject to the terms of this Agreement and the RFP Documents.
- 4.3 The Consortium Members confirm that the Lead Member has been duly authorized through an appropriate Power of Attorney / authorization document, in the format and manner required under the RFP Documents, to act for and on behalf of the Consortium Members in relation to the Bid and the Contract.



5. AUTHORITY, POWERS AND RESPONSIBILITIES OF THE LEAD MEMBER

- 5.1 Without prejudice to the overall joint and several liability of all Consortium Members, the Lead Member shall have the authority to sign, submit, modify, clarify and withdraw the Bid on behalf of the Consortium; represent the Consortium before IOA; receive notices, instructions, requests, clarifications, communications, approvals and directions from IOA on behalf of the Consortium; coordinate the preparation and submission of documents, samples, presentations and responses required under the RFP Documents; incur liabilities and commitments on behalf of the Consortium to the extent necessary for the purposes of the Bid and, if selected, the Contract; coordinate and supervise the execution of the Contract; and undertake such other actions as may be necessary to effectively represent the Consortium before IOA.
- 5.2 The Consortium Members agree that IOA shall be entitled to deal exclusively with the Lead Member for all purposes relating to the Bid and the Contract, without prejudice to the right of IOA to seek compliance, information, performance or recourse from any or all Consortium Members.
- 5.3 The Lead Member shall bear primary responsibility for overall coordination, contract administration, delivery integration, compliance management, and communication with IOA.

6. ROLES AND RESPONSIBILITIES OF CONSORTIUM MEMBERS

- 6.1 The Consortium Members shall perform the roles and responsibilities allocated to them under this Agreement and as reflected in the Bid.
- 6.2 A brief description of the respective roles and responsibilities of the Consortium Members is set out below:

Lead Member – [Name]

End-to-end responsibility for bid coordination and submission, serving as the primary point of contact with the Indian Olympic Association (IOA), and overall project management and contract administration. This includes coordination and oversight of production, sourcing, branding, regulatory approvals, and delivery commitments, as well as monitoring commercial execution, compliance, and reporting obligations, together with all other responsibilities as specified in the Bid and the Contract.

Consortium Member 2 – [Name]

[insert specific role, e.g., design development / technical support / manufacturing support / retail distribution / merchandising / logistics / quality assurance / category expertise].

- 6.3 The detailed member-wise scope, deliverables, support obligations and inter-dependencies shall be set out in Annexure B to this Agreement.
- 6.4 Each Consortium Member shall perform its allocated responsibilities in a timely, professional and compliant manner; cooperate fully with the Lead Member and other Consortium Members; provide all information, documents, assistance and support reasonably required for preparation of the Bid and performance of the Contract; comply with the RFP Documents, applicable law, and all lawful instructions issued through the Lead Member or by IOA; and not act in a manner that prejudices the interests of the Consortium or IOA.

7. INTER SE COMMERCIAL ARRANGEMENTS

- 7.1 The Consortium Members acknowledge and agree that, as between themselves, they have determined and recorded their respective inter se commercial arrangements, including without limitation the commercial understanding regarding contribution, cost sharing, revenue sharing, performance obligations, internal risk allocation, responsibility for defaults, withdrawal consequences, and other mutually agreed commercial matters.
- 7.2 The Consortium Members agree that the details of such inter se commercial arrangements are set out in Annexure C to this Agreement or in a separately executed inter se arrangement referenced herein.
- 7.3 Such inter se commercial arrangements shall not dilute, limit, restrict or otherwise prejudice the rights of IOA under the RFP Documents or the Contract, or the joint and several liability of all Consortium Members towards IOA.
- 7.4 In the event that any Consortium Member withdraws, defaults, refuses to perform, becomes insolvent, is disqualified, or otherwise fails to comply with its obligations, the remaining Consortium Members shall remain fully responsible and liable to IOA in accordance with this Agreement, the RFP Documents and the Contract, without prejudice to their internal rights of recourse against such defaulting Consortium Member.

8. MANAGEMENT BOARD AND GOVERNANCE STRUCTURE

8.1 Constitution of Management Board

The Consortium Members shall constitute a Management Board for governance, coordination and oversight of the Consortium's Bid and, if selected, the performance of the Contract.

8.2 Composition

The Management Board shall comprise one representative nominated by each Consortium Member, provided that the Consortium Members may mutually agree to nominate additional invitees / observers without voting rights.

8.3 Chairperson

The representative nominated by the Lead Member shall act as the Chairperson of the Management Board unless otherwise agreed in writing among the Consortium Members.

8.4 Functions of the Management Board

The Management Board shall be responsible for overseeing the preparation and submission of the Bid; reviewing and monitoring the discharge of obligations by each Consortium Member; and coordinating all strategic, operational, and commercial matters of the Consortium. The Management Board shall ensure compliance with the RFP Documents and, where applicable, the Contract; facilitate resolution of coordination and interface issues among Consortium Members; review and monitor risks, delivery schedules, product approvals, merchandising strategies, and branding compliance; provide approvals required under the Consortium's governance framework; and supervise the performance of the Lead Member and other Consortium Members in connection with the Bid and the Contract.

8.5 Meetings

The Management Board shall meet at such intervals as may be mutually agreed, and in any case as frequently as reasonably required for effective contract administration.



8.6 Decision-Making

The decision-making process, quorum requirements, voting rights and escalation matrix of the Management Board shall be as mutually agreed among the Consortium Members and may be set out in Annexure D.

8.7 Project Coordinator / Project Manager

The Consortium may appoint a Project Coordinator / Project Manager for day-to-day execution and interface, who shall function under the supervision of the Management Board and the Lead Member.

8.8 No Limitation of IOA Rights

The existence of the Management Board shall be an internal governance arrangement of the Consortium and shall not restrict or limit the right of IOA to deal with the Lead Member and/or any Consortium Member as per the RFP Documents and the Contract.

9. JOINT AND SEVERAL LIABILITY

- 9.1 The Consortium Members hereby unequivocally and irrevocably agree that all Consortium Members shall be jointly and severally liable to IOA for the accuracy, completeness and correctness of the Bid; compliance with all requirements under the RFP Documents; due performance and fulfilment of all obligations arising out of or in connection with the Bid; due performance and fulfilment of all obligations arising out of or in connection with the Contract, if awarded; and delivery of all goods, services, commitments and other obligations until completion of all deliverables under the Contract.
- 9.2 No internal arrangement, understanding, limitation of responsibility, commercial allocation, or division of functions among the Consortium Members shall operate to limit or affect the rights of IOA against any or all Consortium Members.
- 9.3 IOA shall be entitled to invoke or enforce its rights against any one or more Consortium Members, including the Lead Member, for the entire obligation, without first proceeding against any other Consortium Member.

10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

10.1 to 10.9

Each Consortium Member represents, warrants, and undertakes that it is duly constituted, validly existing, and in good standing under applicable law; has full legal power, capacity, and authority to execute this Agreement and participate in the Consortium; and has taken all necessary corporate or other actions to duly authorize the execution, delivery, and performance of this Agreement. Each Consortium Member further undertakes that all information and documents submitted or to be submitted by it are true, accurate, complete, and not misleading; that it is not barred, debarred, blacklisted, suspended, or otherwise disqualified by any governmental or statutory authority; that it shall comply with all applicable laws, regulations, and ethical standards; that it shall not undertake any action or omission that may result in disqualification of the Bid or cause prejudice to the Indian Olympic Association (IOA); and that it has fully reviewed, understood, and agrees to be bound by the applicable provisions of the RFP Documents.



11. EXCLUSIVITY AND RESTRICTIONS ON MULTIPLE BIDDING

- 11.1 Each Consortium Member agrees that it shall not submit an independent bid in its own name for the same RFP, or participate in any other consortium / joint bidding arrangement for the same RFP.
- 11.2 Each Consortium Member shall immediately disclose to the Lead Member and the other Consortium Members any circumstance that may result in breach of this Clause.

12. CHANGE IN CONSORTIUM COMPOSITION

- 12.1 The composition of the Consortium shall remain unchanged during the bid process and, if the Consortium is selected, during the subsistence of the Contract, except as may be expressly permitted under the RFP Documents and with prior written approval of IOA.
- 12.2 No Consortium Member shall assign, novate, transfer or otherwise deal with its rights or obligations under this Agreement without prior written consent of the other Consortium Members and, where required, prior written approval of IOA.

13. AMENDMENT

- 13.1 This Agreement may be amended only by a written instrument executed by all Consortium Members.
- 13.2 Where required under the RFP Documents, no amendment, modification, variation or waiver of this Agreement shall be effective unless prior written consent of IOA has been obtained.

14. TERM AND VALIDITY

- 14.1 This Agreement shall come into force on the date first written above.
- 14.2 This Agreement shall remain valid and binding until completion of the bid process and rejection / non-selection of the Consortium or, if the Consortium is selected, until expiry or termination of the Contract and full discharge of all obligations and liabilities of the Consortium Members towards IOA under the Contract, unless terminated earlier in accordance with this Agreement and the RFP Documents.
- 14.3 The provisions relating to joint and several liability, confidentiality, dispute resolution, governing law, indemnity / recourse rights inter se, and all other clauses that by their nature are intended to survive, shall survive termination or expiry of this Agreement.

15. DEFAULT BY A CONSORTIUM MEMBER

- 15.1 If any Consortium Member commits a material breach, fails to perform, withdraws from the Consortium, becomes insolvent, is disqualified, or otherwise prejudices the Bid or the Contract, the remaining Consortium Members shall promptly notify each other and, where required, IOA.
- 15.2 Any such default shall not relieve the Consortium or the non-defaulting Consortium Members from their obligations towards IOA.
- 15.3 The rights and remedies of the non-defaulting Consortium Members against the defaulting Consortium Member shall be governed by this Agreement, including the inter se commercial arrangements, and applicable law.



- 15.4 For avoidance of doubt, any replacement, restructuring, withdrawal consequence, step-in arrangement or other remedial action involving a Consortium Member shall be subject to the RFP Documents and prior written approval of IOA wherever applicable.

16. CONFIDENTIALITY

- 16.1 Each Consortium Member shall keep confidential all non-public information received from another Consortium Member or from IOA in connection with the Bid or the Contract, except to the extent disclosure is required for preparation and submission of the Bid, performance of the Contract, by law or order, or with prior written consent of the disclosing party.
- 16.2 Each Consortium Member shall ensure that its employees, affiliates, advisers, subcontractors and representatives observe equivalent confidentiality obligations.

17. NOTICES

- 17.1 All notices and communications under this Agreement shall be in writing and shall be sent to the addresses set out below, or to such other address as may be notified in writing:

Notice Details

For Lead Member: Name / Address / Email / Attention

For Consortium Member 2: Name / Address / Email / Attention

- 17.2 Notice to the Lead Member shall, for all operational and bidding purposes, be deemed notice to the Consortium, subject to any specific requirements under law or the Contract.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

18.2 Amicable Resolution

The Consortium Members shall endeavour to resolve amicably, through good faith discussions, any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination.

18.3 Arbitration

If any dispute is not resolved amicably within thirty (30) days from the date on which one Consortium Member notifies the others of the dispute in writing, the same shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

18.4 Arbitral Tribunal

The arbitral tribunal shall comprise a sole arbitrator to be mutually appointed by the Consortium Members. If the Consortium Members fail to mutually agree upon the sole arbitrator within thirty (30) days, the arbitrator shall be appointed in accordance with applicable law.

18.5 Seat and Venue

The seat and venue of arbitration shall be <Location>.



18.6 Language

The language of the arbitration proceedings shall be English.

18.7 Jurisdiction

Subject to the arbitration clause above, the courts at New Delhi, India shall have exclusive jurisdiction in relation to matters arising out of or in connection with this Agreement.

19. MISCELLANEOUS

- 19.1 This Agreement constitutes the entire agreement among the Consortium Members in relation to the subject matter hereof, save and except any separately executed inter se commercial arrangement expressly referenced herein.
- 19.2 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.
- 19.3 Each Consortium Member shall execute and deliver such further documents and do such further acts as may reasonably be required to give effect to this Agreement.
- 19.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.
- 19.5 No failure or delay by any Consortium Member in exercising any right or remedy under this Agreement shall operate as a waiver thereof.

20. ANNEXURES

- 20.1 The following annexures shall form an integral part of this Agreement:
 - a. Annexure A – Particulars of Consortium Members;
 - b. Annexure B – Roles and Responsibilities Matrix;
 - c. Annexure C – Inter Se Commercial Arrangements / Commercial Understanding Summary;
 - d. Annexure D – Management Board Composition, Governance and Decision-Making Structure; and
 - e. Annexure E – Copy / Details of Authorization and Power of Attorney in favour of Lead Member.

SIGNATURE BLOCKS

IN WITNESS WHEREOF, the Consortium Members have caused this Agreement to be executed on the day, month and year first above written.

For and on behalf of [Lead Member Name]	For and on behalf of [Consortium Member 2 Name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Authorized vide: _____	Authorized vide: _____



Date: _____	Date: _____
-------------	-------------

Witness 1	Witness 2
Signature / Name / Address	Signature / Name / Address
_____	_____



ANNEXURE A – PARTICULARS OF CONSORTIUM MEMBERS

The particulars of the Consortium Members are set out below:

S. No.	Name of Consortium Member	Status of Member	Legal Status	Country / State of Incorporation	Registered Office Address	Corporate / Registration ID No.	PAN / Tax ID No.	Authorized Signatory	Designation	Email ID	Contact Number
1		[Lead Member]									
2		[Consortium Member]									
3		[Consortium Member]									

Additional Declarations

1. The above particulars are true and correct.
2. Each Consortium Member is legally competent to participate in the Consortium and submit the Bid.
3. The authorized signatory mentioned above has been duly empowered to execute the Joint Bidding Agreement and related bid documents.
4. Each Consortium Member shall promptly notify the other Consortium Members and IOA of any material change in the above particulars, subject to the RFP conditions.

For and on behalf of each Consortium Member:

Name of Consortium Member	Signature	Name	Designation	Date



ANNEXURE B – ROLES AND RESPONSIBILITIES MATRIX

The Consortium Members agree that their respective roles and responsibilities in relation to the Bid and, if selected, the Contract, shall be as set out below:

1. Member-wise Role Allocation

S. No.	Name of Consortium Member	Role in Consortium	Key Scope / Functional Responsibility	Key Deliverables / Obligations	Support Responsibility to Other Members
1		Lead Member			
2		Consortium Member			
3		Consortium Member			

2. General Responsibilities Applicable to All Members

1. Perform allocated responsibilities in a timely and professional manner.
2. Comply with the RFP Documents, applicable law, and lawful directions issued by IOA through the Lead Member or otherwise.
3. Provide all information, documents, clarifications, samples, certifications and support required for the Bid and Contract.
4. Cooperate fully with the Lead Member and other Consortium Members.
5. Not take any action that may prejudice the Bid, the Contract, or the interests of IOA.

3. Responsibility for Coordination

The Lead Member shall be responsible for overall integration and coordination of the roles of all Consortium Members. However, such coordination responsibility shall not dilute the individual responsibilities of each Consortium Member or the joint and several liability of all Consortium Members.

For and on behalf of each Consortium Member:

Name of Consortium Member	Signature	Name	Designation	Date



ANNEXURE C – INTER SE COMMERCIAL ARRANGEMENTS / COMMERCIAL UNDERSTANDING SUMMARY

This Annexure records the broad inter se commercial understanding among the Consortium Members for internal allocation purposes only. The Consortium Members acknowledge that this Annexure shall not limit or prejudice the rights of IOA under the RFP Documents, the Joint Bidding Agreement, or the Contract.

1. Internal Commercial Understanding

S. No.	Name of Consortium Member	Nature of Commercial Contribution	Broad Responsibility for Cost / Investment	Broad Revenue / Consideration Sharing Arrangement	Internal Risk / Default Allocation	Withdrawal / Non-Performance Consequence
1	[Lead Member Name]					
2						
3						

2. Additional Internal Understanding

1. Responsibility for working capital / production funding.
2. Internal invoicing / settlement arrangements.
3. Responsibility for procurement / sourcing costs.
4. Allocation of liability arising from a member-specific default.
5. Rights of recourse of non-defaulting members against a defaulting member.
6. Consequences of withdrawal, delay, non-performance, insolvency, or disqualification of any Consortium Member.
7. Any other agreed commercial arrangement among the Consortium Members.

3. Non-Derogation

1. This Annexure is for internal allocation and safeguarding inter se rights.
2. All Consortium Members shall remain jointly and severally liable to IOA notwithstanding anything stated herein.
3. IOA shall not be bound by, nor required to interpret or enforce, the internal commercial arrangements of the Consortium Members.

For and on behalf of each Consortium Member:

Name of Consortium Member	Signature	Name	Designation	Date



ANNEXURE D – MANAGEMENT BOARD COMPOSITION, GOVERNANCE AND DECISION-MAKING STRUCTURE

The Consortium Members agree that the Management Board referred to in the Joint Bidding Agreement shall be constituted and function in accordance with this Annexure.

1. Composition of Management Board

S. No.	Consortium Member	Name of Nominated Representative	Designation	Contact Details	Voting Right (Yes / No)
1	[Lead Member Name]				Yes
2					Yes
3					Yes

2. Chairperson

The representative nominated by the Lead Member shall act as the Chairperson of the Management Board, unless otherwise agreed in writing by all Consortium Members.

3. Functions of the Management Board

1. Overall oversight of bid preparation and submission.
2. Review of readiness and compliance with RFP requirements.
3. Oversight of execution strategy, timelines, samples, approvals and delivery plans.
4. Coordination across Consortium Members on technical, operational, branding, merchandising and commercial matters.
5. Review of risk, performance issues and dispute escalation among members.
6. Monitoring performance of obligations under the Contract, if awarded.

4. Meetings

1. The Management Board shall meet at such intervals as may be required for proper coordination.
2. Meetings may be held physically or through virtual mode.
3. Minutes of meetings shall be prepared and circulated by the Lead Member or such person as may be designated by the Management Board.

5. Quorum

The quorum for a meeting of the Management Board shall be [one representative from each Consortium Member] / [at least [-] representatives including the representative of the Lead Member].

6. Decision-Making

1. Decisions of the Management Board shall be taken by consensus as far as possible.
2. In the absence of consensus, decisions shall be taken in the following manner: [simple majority / unanimous approval for material matters / other agreed mechanism].



3. The following matters shall require unanimous approval of all Consortium Members: change in Consortium composition; amendment to the Joint Bidding Agreement; material change in roles and responsibilities; material change in inter se commercial arrangements; and settlement of any claim or dispute having material impact on the Consortium.

7. Escalation

In the event of disagreement within the Management Board, the matter shall be escalated to the authorized senior representatives of the Consortium Members for resolution.

8. Internal Nature

The Management Board is an internal governance mechanism of the Consortium and shall not restrict IOA's rights to deal with the Lead Member or any Consortium Member in accordance with the RFP Documents and the Contract.

For and on behalf of each Consortium Member:

Name of Consortium Member	Signature	Name	Designation	Date



ANNEXURE E – COPY / DETAILS OF AUTHORIZATION AND POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER

The Consortium Members confirm that the Lead Member has been duly authorized to act for and on behalf of the Consortium in relation to the Bid and, if selected, the Contract.

1. Details of Lead Member Authorization

S. No.	Consortium Member Granting Authorization	Date of Board Resolution / Authorization	Date of Power of Attorney	Authorized Signatory Granting POA	Scope of Authority Granted to Lead Member
1					[To sign bid, submit bid, receive instructions, represent consortium, sign clarifications, coordinate execution, etc.]
2					
3					

2. Enclosures

1. Copy of board resolution / authorization of each Consortium Member.
2. Copy of the executed Power of Attorney in favour of the Lead Member.
3. Specimen signature of the authorized representative(s), if applicable.
4. Any other supporting authorization documents required under the RFP Documents.

3. Confirmation

Each Consortium Member confirms that the authorization granted to the Lead Member remains valid and effective as of the date of submission of the Bid and shall continue in accordance with the Joint Bidding Agreement and the RFP Documents.

For and on behalf of each Consortium Member:

Name of Consortium Member	Signature	Name	Designation	Date
	_____	_____	_____	_____