



JHARKHAND SKILL DEVELOPMENT MISSION SOCIETY

(An autonomous institution under Dept. of Labour, Employment, Training & Skill Development)
2nd Floor, Labour Hygiene Building, Behind Shram Bhawan, Doranda, Ranchi-834002
Email ID - skilljharkhand@gmail.com Website- <http://jsdm.jharkhand.gov.in>



Expression of Interest (EoI) to empanel organizations as “Training Service Providers” to implement “Special Project” for sub-scheme “Block Level Institute for Rural Skill Acquisition (BIRSA) under “Mukhyamantri Sarthi Yojna.”

Tender Reference Number – JSDMS/RFP/12/2024

Corrigendum 3

Amendments to RFP

S. No	Original Clause	Reference	Revised Clause																
1.	<p>g. Boarding and Lodging Pay-outs</p> <p>An allowance for boarding and lodging up to a maximum per trainee per day will be provided as per the table below:</p> <table border="1"> <thead> <tr> <th>Category of District</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>X category districts – per day per trainee</td> <td>INR 375</td> </tr> <tr> <td>Y category districts – per day per trainee</td> <td>INR 315</td> </tr> <tr> <td>Z category districts – per day per trainee (every district which is NOT X or Y)</td> <td>INR 250</td> </tr> </tbody> </table> <p>This amount shall be transferred to the bank account of the candidate, subject to satisfactory verification by JSDMS. Post-placement support is applicable for special groups comprising women, PWD and candidates in special areas. The support is applicable only for wage employment. The MUKHYMANTRI SARTHI YOJNA Special Project may adopt more stringent guidelines than the ones specified in the Common Norms.</p>	Category of District	Amount	X category districts – per day per trainee	INR 375	Y category districts – per day per trainee	INR 315	Z category districts – per day per trainee (every district which is NOT X or Y)	INR 250	Clause 6.11, Point (g)	<p>g. Boarding and Lodging Pay-outs</p> <p>An allowance for boarding and lodging up to a maximum per trainee per day will be provided as per the table below:</p> <table border="1"> <thead> <tr> <th>Category of District</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>X category districts – per day per trainee</td> <td>INR 375</td> </tr> <tr> <td>Y category districts – per day per trainee</td> <td>INR 315</td> </tr> <tr> <td>Z category districts – per day per trainee (every district which is NOT X or Y)</td> <td>INR 250</td> </tr> </tbody> </table>	Category of District	Amount	X category districts – per day per trainee	INR 375	Y category districts – per day per trainee	INR 315	Z category districts – per day per trainee (every district which is NOT X or Y)	INR 250
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2.		Clause 6.11	h. Post Placement Support																

New Clause added

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3.

h. Conveyance Support

Upon successful completion and certification of the non-residential skill training programs, all women candidates and PWD will be provided an allowance for expenses incurred in traveling to and from the TC, as per the table below.

Conveyance Support per month		Amount (in INR)
1.	Training Centre within the District of Domicile	1000
2.	Training Centre outside the District of Domicile	1500

i. Rozgar Protsahan Bhatta:

Rozgar Protsahan Bhatta of Rs.1000/- per month to general trainees and Rs.1500/- per month to girls/disabled/transgender, for a maximum of one year, through Direct Benefit Transfer (DBT) in the event of successfully certified trainees do not get employment within three months of the certification.

j. Other Support:

Clause 6.11

Replaced to

i. Conveyance Support

The Travel allowances for the traveling to and from the TC, will be made as per the Clauses of BIRSA sub-scheme.

j. Rozgar Protsahan Bhatta:

Rozgar Protsahan Bhatta of Rs.1000/- per month to general trainees and Rs.1500/- per month to girls/disabled/transgender, for a maximum of one year, through Direct Benefit Transfer (DBT) in the event of successfully certified trainees do not get employment within three months of the certification.

k. Other Support:

Payouts will adhere to the Common Cost Norms approved by the Ministry of Skill Development and Entrepreneurship.

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4.	Clause 7: Eligibility Criteria- registration The applicant must be Registered with the GST Authorities.	Clause 7	The applicant should Registered with the GST Authorities. (Not mandatory but preferred)
5.	List of Courses (NCVET)	Annexure – 10	Annexure 10 A) Suitable courses can be taken for other than PwD category can be taken from National Qualification Register (NQR) published by NCVET B) The course list for the PwD category is as already mentioned in in the EoI at annexure 10.
6.	New Annexure	Annexure	Annexure 11: Documents Evaluation criteria for the Joint Venture/Consortium Bidders (If Any)
7.	New Annexure	Annexure	Annexure 12: Consortium Bidding Agreement (Attached)
8.	Interested Applicants fulfilling eligibility conditions can submit their detailed proposal to the Mission Director, Jharkhand Skill Development Mission (JSDM), 2nd Floor, Labour Hygiene Building, Behind Shram Bhawan, Doranda, Ranchi-834002 . Online applications are to be submitted on the JSDM portal, and the hard copy (print) of the submitted online proposal should reach the address within 7 days from the date of the online application. (* Note: Applicants facing difficulty submitting their proposals online through the portal may submit their proposals offline, along with the required documents. However, physical documents are necessary for both online and offline applications) Applicants should mandatorily submit the hard copy of the application form and necessary uploaded documents in a separate envelope labeled as “ Application for Special Project-BIRSA 2024-25 ”. The Hard copy documents must be the same as those submitted online.	Clause 8 (vi)	Interested Applicants fulfilling eligibility conditions must submit their proposal online at Jharkhand tenders on or before the last date of submission, and the hard copy (print) of the submitted online proposal should reach the address within 7 days from the date of the online application. Applicants should mandatorily submit the hard copy of the application form and necessary uploaded documents in a separate envelope labeled as “ Application for Special Project-BIRSA 2024-25 ”. The Hard copy documents must be the same as those submitted online.
9.	Along with the Proposal, a Bidder is required to deposit a non-refundable Bid Fee (“the Bid Fee”) of INR 1,000/- (Rupees One Thousand only). The bidder should deposit the processing fee electronically. The account detail is mentioned below. The bidder will have to upload details (scanned copy) of the transfers in the specific section of the technical proposal. Without Bid Fee the proposal will not be accepted. <ul style="list-style-type: none">• Name of the bank: Bank of India	Clause 2 (i)	The Bidder need to pay a Tender fee of INR 1,000/- (One Thousand only) through online payment gateway only at the website of eProcurement Jharkhand. The bidder may also download the RFP documents from the website of eProcurement Jharkhand. Important Note: Applicants who have deposited the Bid/Tender fee and EMD amount via NEFT/RTGS to the JSDMS bank account will receive the refund.

	<ul style="list-style-type: none"> • Account Name: Jharkhand Skill Development Mission Society • Account Number: 491010110006345, IFSC Code: BKID0004910 		<p>Please send an email with a screenshot or receipt copy of the bank transfer and you bank account details to initiate the refund process. Emails can be sent to skilljharkhand@gmail.com with a subject line "Refund in regarding to NEFT/RTGS of JSDM/RFP/12/2024".</p>
10.	<p>Bidders shall require depositing a refundable EMD of INR 10,000/- (Rupees Ten Thousand only). The bidder should deposit the bid security fee electronically. The account detail is mentioned below. The bidder will have to upload details (scanned copy) of the transfers in the specific section of the technical proposal. It shall be noted that no change in the district and sectors will be entertained during the project period. Without EMD the proposal will not be accepted.</p> <ul style="list-style-type: none"> • Name of the bank: Bank of India • Account Name: Jharkhand Skill Development Mission Society • Account Number: 491010110006345, IFSC Code: BKID0004910 <ol style="list-style-type: none"> 1) Refund of EMD: The EMD of unsuccessful applicants shall be refunded within 60 days of completion of empanelment process. 2) Refund of EMD: The EMD of successful applicants shall be refunded after receiving the Performance Bank Guarantee for the allocates work order. 3) Forfeiture of EMD: The EMD taken from the applicant shall be forfeited in the following cases: <ol style="list-style-type: none"> a. When the applicant does not sign the agreement within a period of 10 working days of issue of Letter of Intent (LoI) b. When the applicant withdraws or modifies his proposal after opening of proposals. c. When the applicant does not deposit the Performance Bank Guarantee mentioned in the work order in the form of Bank Guarantee within 15 days from issuance of the workorder is issued. d. Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined 	Clause 2 (j)	<p>The Bidder need to pay the EMD amount of INR 10,000/- (Ten Thousand only) through online payment gateway only at the website of eProcurement Jharkhand.</p> <p>Without EMD the proposal will not be accepted.</p> <ol style="list-style-type: none"> 1. Refund of EMD: The EMD of unsuccessful applicants shall be refunded within 60 days of completion of empanelment process. 2. Refund of EMD: The EMD of successful applicants shall be refunded after receiving the Performance Bank Guarantee for the allocates work order. 3. Forfeiture of EMD: The EMD taken from the applicant shall be forfeited in the following cases: <ol style="list-style-type: none"> a. When the applicant does not sign the agreement within a period of 10 working days of issue of Letter of Intent (LoI) b. When the applicant withdraws or modifies his proposal after opening of proposals. c. When the applicant does not deposit the Performance Bank Guarantee mentioned in the work order in the form of Bank Guarantee within 15 days from issuance of the workorder is issued. d. Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined <p>Important Note: Applicants who have deposited the Bid/Tender fee and EMD amount via NEFT/RTGS to the JSDMS bank account will receive the refund. Please send an email with a screenshot or receipt copy of the bank transfer and you bank account details to initiate the refund process. Emails can be sent to skilljharkhand@gmail.com with a subject line "Refund in regarding to NEFT/RTGS of JSDM/RFP/12/2024".</p>

Handwritten signature and date: 14.8.24

14-8-24

Mission Director – Cum – CEO
Jharkhand Skill Development Mission Society

Annexure-11

Documents Evaluation Criteria for the Joint Venture/Consortium Bidders.

Criteria	Details	Documents requirements	Documents evaluation of the Parties
Registration	The applicant must be a legally registered entity, such as a non-profit organization, educational institution, consultancy firm, Proprietorship Firm, Partnership Firm, Private Limited Company, Public Limited Company, LLP, Company registered under Sec 8, Society, NGO, Trust, (Joint ventures/consortiums are allowed; however, both parties in the joint venture must collaborate to fulfill all the criteria mentioned in the EoI)	Certificate of incorporation or registration as a legal entity.	Both
		Memorandum and Articles of Association (for companies) or constitution (for non-profit organizations).	Either
		In case the applicant is an NGO/NGI, they must have valid registration with NITI Aayog and shall possess a valid DARPAN ID (If registered, Not mandatory)	Either
		FCRA registration (If registered, Not mandatory)	Either
	The applicant must be Registered with the GST Authorities.	Copy of GST Registration certificate issued by GSTN authorities (If registered, Not mandatory)	Lead
		Tax exemption details, if any	Lead
		12A/80G Certificate. (If registered, Not mandatory)	Lead
	Should have a valid PAN number	Copy of PAN Card	Both
Technical Capacity	i. The applicant must have a minimum of 3 (three) years of experience in project planning and implementation of skill-based training of Special candidates.	Annexure 2 with all supporting documents mentioned Point (ii) is preferred but not mandatory.	Lead
	ii. The applicant must have a dedicated learning management system with an effective training program and curriculum; hence, it must be designed and approved by SPWD/ NCVET as		Either

	<p>applicable.</p> <p>iii. The applicant should have experience facilitating jobs and placements for special candidates, including soft skill training, grooming such skills, and preparing for interviews.</p> <p>iv. The applicant should have a minimum of 3 (three) years of experience in production/craft promotion/ retail or sales marketing.</p> <p>v. The applicant should have engaged with the project management with a minimum 3 years of experience</p>		<p>Lead</p> <p>Either</p> <p>Either</p>
Financial Capacity	<p>The applicant shall provide the audited copy of Turnover by CA holding valid UDIN.</p> <p>Applicant should have average turnover of 25 lakhs in last three years from core activity.</p>	Annexure 3 Technical Proposal (IV)	Combined
Blacklisting / banned/ pending petitions/ funding restrictions	<p>As of the date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/ department/ attached offices/ subordinate offices under the Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices</p>	<p>Affidavit (Notarized in 100 rupees stamp paper) as per Annexure 4</p>	Both

Annexure-12

Consortium Bidding Agreement

(On Non-Judicial Stamp Paper of appropriate value and duly notarized)

This Consortium Bidding Agreement (hereinafter referred to as the "Agreement") is entered into on this [PLEASE INSERT DAY] day of [PLEASE INSERT MONTH], [PLEASE INSERT YEAR].

BETWEEN

1. [NAME OF ENTITY], a Private Limited Company/ Public Limited Company/ LLP/ Company registered under Sec 8/ Society/ NGO/Trust/ Association/ Educational Institution under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the "**First Party**") or referred as the "**Lead Member**".

AND

2. [NAME OF ENTITY], a Private Limited Company/ Public Limited Company/ LLP/ Company registered under Sec 8/ Society/NGO/ Trust/ Association/ Educational Institution incorporated under the [PLEASE INSERT THE RELEVANT LAW/REGULATION OF INCORPORATION AND COUNTRY OF INCORPORATION], and having its registered office at [ADDRESS OF COMPANY] (hereinafter referred to as the "**Second Party**") or referred the "**Sub Member**".

Each of the First Party and Second Party, are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

- A. The Jharkhand Skill Development Mission Society (An autonomous body under Department of Labour, Employment, Training and Skill Development), under the Government of Jharkhand, having its office at Shram Bhawan, Doranda, Ranchi- 834 002, Jharkhand (hereinafter referred to as the "**Authority**") has invited bids (hereinafter referred to as the "**Proposal**") in response to its Request for Proposal No. **JSDMS/RFP/12/2024** dated **09-07-2024** (hereinafter referred to as the "**RFP**") for **Expression of Interest (EoI) to empanel organizations as "Training Service Providers" to implement "Special Project" for sub-scheme "Block Level Institute for Rural Skill Acquisition (BIRSA) under "Mukhyamantri Sarthi Yojna."** (hereinafter referred to as the "**Project**").



- B. The Parties are interested in jointly bidding for the Project as Consortium Members and in accordance with the terms and conditions of the RFP document and other bid documents issued by the Authority in respect of the Project, and
- C. It is a necessary condition under the RFP document for the Consortium Members to enter into this Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

2. RELATIONSHIP OF THE PARTIES

- 2.1 The purpose of this Agreement is to establish and record terms to govern the relationships of the Parties with each other. The Parties do hereby irrevocably constitute a Consortium for the purposes of jointly participating in the bidding process for the Project.
- 2.2 The Parties agree to cooperate with each other in the negotiation, preparation and submission of the Proposal and in the event that they are awarded the Project, in the preparation, finalization and execution of the Concession Agreement on the terms set out in the Agreement.
- 2.3 Nothing contained in this Agreement is intended to create a partnership or any other separate legal or corporate entity.

3. TERM OF THIS AGREEMENT

This Agreement will commence from the date of execution and shall be valid till end of the project.

4. EXCLUSIVITY

For a particular Sector, no Party shall directly or indirectly, except as part of the Consortium, alone or with any third party prepare or submit, or participate in the preparation or submission of, any other Proposal in response to the RFP (as applicable).

5. ROLES AND RESPONSIBILITIES OF THE PARTIES

- 5.1 The Parties hereby undertake to perform the roles and responsibilities as described herein below:
 - a) The Parties hereby acknowledge that the First Party shall be the Lead Member of the Consortium and shall have the authority to conduct all business in relation to the bidding process for and on behalf of any and all the Consortium Members during the bidding process and in the event that the Consortium is awarded the Project, during the preparation, finalization and execution of the Consortium. The Lead Member shall be authorized pursuant to a Power of Attorney provided by

all other Parties (i.e. the Non-Lead Members) to conduct all business and to sign and file relevant documents in connection to the bidding process for and on behalf of the Consortium and represent and irrevocably bind all other Consortium Members in all matters connected to the bidding process. [PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES].

The roles and responsibilities of the First Party/Lead Member are:

1.

2.

3.

b) The Second Party shall be the <technical/financial/operation and maintenance/ any other> [please mention] member of the Consortium. (PLEASE INSERT DETAILS OF THE ROLES AND RESPONSIBILITIES).

The roles and responsibilities of the Second Party are:

1.

2.

3.

6. 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 RFP and the Concession Agreement, until such time that the Agreement is terminated pursuant to Clause 9.

7. REPRESENTATION AND WARRANTIES

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

- a. It is duly organized, validly existing and in good standing under the laws of the country of its incorporation/formation and has the requisite Powers and authority to enter into this Agreement.
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the memorandum and articles of association and/or board resolution/ Power of attorney authorizing the legal representatives of the Party to execute this Agreement on behalf of the Party is annexed to this Agreement.

- c. The execution, delivery and performance by such Party of this Agreement will not, to the best of its knowledge:
- 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, by-laws or other applicable organizational documents thereof,
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which it 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.
- d. There is no litigation pending or, to the best of such Party's knowledge, threatened against it to which it or any of its Associates 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 fulfillment of its obligations under this Agreement.
- e. Each Party warrants that it has the necessary resources, licenses and permits for information contained in the Proposal and the delivery of services and deliverables contemplated or that will be contemplated in the Concession Agreement.

8. TERMINATION

- 8.1 In the event that the Consortium is not awarded the Project or in case of cancellation of the bidding process by the Authority, this agreement shall automatically come to an end and the Consortium shall consequently be dissolved, subject to each Party duly completing or performing its pending obligations, if any.
- 8.2 Except as provided in Clause 8.1 and 8.2 above, the Parties shall not terminate this Agreement without the prior written approval of the Authority.

9. VALID AND BINDING OBLIGATION

- 9.1 Each of the Parties agree that this Agreement constitutes a valid and binding obligation upon the Parties concerned and is enforceable against each of them in accordance with the terms and conditions herein contained.

9.2 Unless otherwise agreed, each of the Parties agree that in case of a successful bid, all Parties shall be jointly and severally liable for the execution of the Concession Agreement with the Authority, in accordance with the terms and conditions contained therein.

10. COSTS

10.1 The Parties agree that each Party will bear its own costs arising out of this Agreement, except as maybe agreed otherwise in writing.

11. CONFIDENTIALITY AND NON-DISCLOSURE

11.1 The Parties agree that they will keep confidential and will not disclose to any third parties, firms, corporations or others, this Agreement, or any of the terms of this Agreement, provided that either Party may disclose the information pursuant to the process or otherwise required by other applicable laws including any directions from government agencies, central bank etc., in which case the Party that has been requested to provide the information shall notify the other Parties of such request, so that the other Parties may object to such production, or take any other action they deem necessary and appropriate.

12. NOTICE

12.1 All notices or processes among the Consortium Members, relating to this Agreement, shall be valid and effective if sent by [PLEASE INSERT THE MODE OF COMMUNICATION (E.G. LETTER/E-MAIL)] to the respective addresses as provided herein below.

For the First Party/Lead Member: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE FIRST PARTY]

For the Second Party: [PLEASE INSERT ADDRESS AND CONTACT DETAILS OF THE SECOND PARTY]

13. MISCELLANEOUS

13.1 This Agreement shall be governed by laws of India.

13.2 The Parties acknowledge and accept that this Agreement shall not be amended or modified by the Parties without the prior written approval of the Authority.

13.3 The Parties acknowledge and accept that no change in the composition of the Consortium shall be permitted after the Proposal Due Date up to the issuance of the LoA.

13.4 The Parties further acknowledge and accept that no change in the composition of the Consortium shall be permitted from the time of issue of the LoA up to the signing of the Concession Agreement without the prior written approval of the Authority which will be in its absolute discretion.

- 13.5 Moreover, the Parties acknowledge that approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 13.6 The Parties further acknowledge and accept that any change in the composition of the Consortium other than as set out above, shall lead to the rejection of their Proposal.
- 13.7 No failure or delay on the part of any Party to this Agreement to exercise any right or remedy under this Agreement and/or no indulgence granted by any one Party to the other will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy.
- 13.8 Each Party agrees to execute, do and procure all other persons, if any, to execute and do all such further deeds, assurances, acts and things as may reasonably be necessary so that full effect may be given to the terms and conditions of this Agreement.
- 13.9 If a provision of this Agreement is found to be illegal, invalid or unenforceable:
- a) it is to be read down or severed to the extent of the illegality, invalidity or unenforceability;
 - b) the Parties shall negotiate in good faith amendments to this Agreement to include, to the extent possible, legal, valid and enforceable provisions to give effect to the intent of the Parties under the illegal, invalid or unenforceable provision.
- 13.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIRST PARTY (LEAD MEMBER)

(Signature)

(Name)

(Designation)

(Address)

(Please fill in the details of the Lead Member Party)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

(Please fill in the details of the Sub Member Party)



SIGNED, SEALED AND DELIVERED

For and on behalf of

SIGNED, SEALED AND DELIVERED

For and on behalf of

In the presence of:

1. _____

2. _____

(Please insert names of the witness)

(Signature of the witness)

Note:

- *This Agreement to be executed on non-judicial stamp paper appropriate value or any other legally equivalent document as permissible under the laws of the respective country where any one Consortium Member is domiciled.*
- *It is to be noted that a Consortium cannot have more than 2 (two) Consortium Members (including the Lead Member).*