छत्तीसगढ़ मिनरल डेव्हलपमेंट कार्पोरेशन लिमिटेड
(छत्तीसगढ़ शासन का एक उपक्रम)

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मुख्य कार्यालय :
सेक्टर–24, ऑफिस कैम्पस,
ब्लॉक 7A, तृतीय तल,
नवा रायपुर, अटल नगर (छ.ग.)

e-Tender No.:-MLS/Raipur/Operations/5/26-27/ET/10[CMDC AGENCY GRANITE PROSPECTIN] dated 28.10.2026.

Corrigendum -1

(Regarding change in Tender Schedule and Amendments)

Please refer to our E -Tender notice no MLS/Raipur/Operations/5/26-27/ET/10[CMDC AGENCY GRANITE PROSPECTIN] for "Engagement of Agency for Prospecting of Granite (Black Dolerite) Mulakisoli Block A – Area 9.79 Ha. & Block B – Area 39.149 Ha", which was published in news papers and uploaded on the websites of MSTC on dated 28.10.2026. CMDC hereby extends the last date for submission of tender document up to 03.12.2026 upto 03:00PM.

The detailed tender schedule can be seen in the website of CMDC www.cmdc.co.in as well as MSTC https://mstcecommerce.com/eprocn/.

S. No	Head	Existing Clause	Revised Clause
1.	Chapter III: Schedule of the Tender Process	Tender Schedule	Please Refer Appendix 1 "Revised SCHEDULE OF THE TENDER PROCESS" of this Corrigendum
2.	Chapter VIII: Scope of Work, Contract Period and Eligibility Criteria	Section 2: Eligibility Criteria	*At Section 2: Eligibility Criteria, the following is inserted: "No. 8. Criteria Category: Consortium Requirement* *Consortium is allowed for maximum 2 parties i.e. One (1) lead member and One (1)consortium member. (Consortium can individually or jointly fulfill the financial and technical criteria.)*

S. No	Head	Existing Clause	Revised Clause
			Documents Required: Copy of incorporation for consortium members as per Eligibility Criteria Point 1 Incorporation of Firm, Legal Entity of the Tender Document. *(Note: A company or an individual may participate either independently or in consortium with another company only. Participation in both mode is not permitted.)"*
3.	Chapter VIII: Scope of Work, Contract Period and Eligibility Criteria	Section 2: Eligibility Criteria Point 6 Non-Blacklisting Certification: The Bidder Members shall not be blacklisted from any State/Central Government Departments/ PSU.	At Section 2: Eligibility Criteria Point 6. Non-Blacklisting Certification, the following is amended: *"The Bidder/ Consortium Members shall not be blacklisted from any State/Central Government Departments/ PSU."*
4.	CHAPTER VII: DEFINITIONS	"Bidder" means registered under the Companies Act, 1956 or Partnership Firm registered under the Partnership Act, 1932 or LLP registered under the Limited Liability Partnership Act, 2008 or Sole Proprietorship.	At CHAPTER VII: DEFINITIONS, point no.5. the following is amended: *"Bidder" means a single legal entity or a consortium of two legal entities, as permitted under this tender document, that submits a Bid in response to this tender document.* *The legal entity/entities shall be registered under the Companies Act, 1956 or Partnership Firm registered under the Partnership Act, 1932 or LLP registered under the Limited Liability Partnership Act, 2008 or Sole Proprietorship"*
5.	CHAPTER VII: DEFINITIONS	-	At CHAPTER VII: DEFINITIONS, the following definition is inserted at Point no. 26. ***"Consortium"*** *shall mean a group of not more than 2 (two) companies/individuals/proprietorship firms/ partnership firms that has jointly submitted their Proposal in response to this Bid Document.*

S. No	Head	Existing Clause	Revised Clause
6.	CHAPTER VII: DEFINITIONS	-	At CHAPTER VII: DEFINITIONS, the following definition is inserted at Point no. 27. **"*Lead Member"*** *means the member of the consortium designated by all consortium members to represent the consortium and act as its authorized representative and single point of contact with CMDC throughout the bidding process and contract execution.*
7.	Chapter VIII: Scope of Work, Contract Period and Eligibility Criteria	-	At Chapter VIII: Scope of Work, Contract Period and Eligibility Criteria, the following clause are inserted after Clause no. 2. **"*Clause no. 2.1. Constitution of Consortium:*** *i. The Lead Member shall hold a minimum participation share of fifty-one (51%)in the consortium. The other member shall hold a minimum participation share of twenty percent (20%). The aggregate participation share of all members shall be one hundred per cent (100%).* *ii. The participation share of each member shall be clearly specified in the Consortium Agreement and shall remain unchanged throughout the bidding process and the execution of the Contract, except with the prior written approval of CMDC.* *iii. The Lead Member shall be responsible for overall project coordination, contract management, integration of deliverables and compliance with the requirements of this tender document and the Contract Agreement.* *iv. The Lead Member shall ensure that all consortium members comply with the terms of this tender document and the Contract Agreement.* *v. The consortium members shall collectively possess the requisite technical, financial and professional capabilities to undertake the scope of work. The roles and responsibilities assigned to each member shall be commensurate with their respective experience and expertise.* *vi. The Bidder submitting a Bid as a consortium shall submit a duly executed Consortium Agreement, signed by the authorized*

S. No	Head	Existing Clause	Revised Clause
			representatives of all consortium members, along with the Bid. *vii. The Consortium Agreement shall submit an Undertaking that no member shall withdraw from the consortium or transfer its participation without prior written approval of CMDC.* *viii. The Lead Member shall submit a Power of Attorney or other legally valid authorisation, duly executed by all consortium members, authorising it to:* *a. Submit the Bid on behalf of the consortium.* *b. Sign and submit all documents, declarations and undertakings forming part of the Bid.* *c. Represent the consortium in all communications, clarifications, negotiations and proceedings with CMDC.* *d. Receive instructions, notices and communications on behalf of the consortium.* *e. Execute the Contract Agreement and other related documents on behalf of the consortium, where duly authorised.* *ix. Each consortium member shall also submit a Board Resolution or equivalent authorisation, as applicable, approving its participation in the consortium and authorising the execution of the Consortium Agreement and related documents.* *x. Notwithstanding the allocation of responsibilities or participation shares among the consortium members, all members of the consortium shall be jointly and severally liable to CMDC for the due performance of all obligations under this tender document and, in the event of award, under the Contract Agreement.* *xi. CMDC shall be entitled to enforce any or all contractual obligations against the Lead Member, any individual consortium member or all consortium members, as deemed appropriate, without being required to first proceed against any particular member.* *xii. Incase of selection of a consortium the Contract Agreement shall be executed by the Lead Member on behalf of the consortium, duly*

S. No	Head	Existing Clause	Revised Clause
			authorised by all consortium members. *xiii. No change in the composition of the consortium, including addition, substitution, withdrawal or replacement of any member, shall be permitted during the bidding process or the execution of the Contract without the prior written approval of CMDC.* *xiv. Any request for change in consortium composition shall be supported by adequate justification and documentary evidence demonstrating that the reconstituted consortium continues to satisfy all eligibility and qualification requirements under this tender document.* *xv. No consortium member shall subcontract, assign or transfer its allocated responsibilities, in whole or in part."*
8.	Chapter VIII: Scope of Work, Contract Period and Eligibility Criteria	Section 7: Payment Terms	At CHAPTER VII: Section 7: Payment Terms, the following are inserted as point vii and viii: *"vii. Incase of Consortium all invoices and payment claims in respect of the Contract shall be submitted by the Lead Member on behalf of the consortium, in accordance with the payment terms and milestones specified in the Contract Agreement.* *viii. Incase of Consortium payments released by CMDC to the Lead Member shall be deemed to constitute valid discharge of CMDC's payment obligations towards the consortium for the corresponding amount. The Lead Member shall remain responsible for ensuring that all applicable tax, statutory and invoicing requirements are complied with."*
9.	Chapter IX: Instruction To the Bidder	Section 2: Instructions to Bidder Point a Submission of Security Deposit	At Chapter IX: Instruction To the Bidder, 2. Instructions to Bidder, a)Submission of Security Deposit, the following is inserted: *"viii. In the event that a Consortium is selected as the Successful Bidder, the Security Deposit shall be furnished by the Lead Member on behalf of the Consortium, in the name of the Lead Member,*

S. No	Head	Existing Clause	Revised Clause
			unless otherwise specified by CMDC. The furnishing of the Security Deposit by the Lead Member shall not, in any manner, absolve or limit the joint and several liability of all Consortium Members towards CMDC in respect of the obligations and responsibilities arising under the Contract."
10	Chapter X: Annexures	-	At Chapter X: Annexures, the following annexures are inserted at: "***Annexure 11: Format for Power of Attorney*** ***Annexure 12: Format for Consortium Agreement***"

Appendix 1: REVISED SCHEDULE OF THE TENDER PROCESS

Sr. No.	Event Description	Date
1.	Commencement of downloading of Tender Document from the website of MSTC against the payment of cost of Tender Document	28.10.2026
2.	Last date of downloading and purchase of Tender Document from the website of MSTC	03.12.2026 up to 3.00 P.M.
3.	Last date for receiving queries from Bidders (Email Id: cmdcraipur@gmail.com)	10.11.2026 at 3.00 P.M
4.	Pre-Bid Meeting Date	12.11.2026 at 3.00 P.M
5.	Last date for responses to queries of Bidders	17.11.2026
6.	Start of submission of bid	17.11.2026
7.	Close of submission of bid (Technical Bid and Commercial Bid) as well as for submission of physical sealed copies (Original copies of Technical Bid only)	03.12.2026 up to 3.00 P.M.
8.	Opening of the Technical Bid(s).	03.12.2026 up to 4.00 P.M.
9.	Start date for examination of the Technical Bid(s).	To be communicated later
10.	Announcement of the Eligible Bidder/s	To be communicated later
11.	Intimation to the Successful Bidder/s	To be communicated later
12.	Execution of the agreement between the successful Bidder/s and CMDC	To be communicated later

** Any change in the timeline or corrigendum related to the Tender Document will be communicated through an addendum to the Tender Document. Such notice/communication will be available on MSTC portal and CMDC website only. Bidders are advised to check MSTC portal and CMDC website regularly for any updates. All such communication will be forming part of tender.*

Annexure 11: Format for Power of Attorney

POWER OF ATTORNEY

Know All Men by These Presents

Whereas, Chhattisgarh Mineral Development Corporation Limited (the "Authority") has invited bids for the Engagement of Agency for Prospecting of Granite (Black Dolerite) Mulakisoli Block A – Area 9.79 Ha. and Block B – Area 39.149 Ha. (the "Project") pursuant to Request for Bid No. [●] dated [●] (the "NIT");

Whereas, M/s. [Name of Bidder/Lead Member], and where applicable, M/s. [Name(s) of other Consortium Member(s)] (each a "Member" and collectively the "Consortium"), or M/s. [Name of Bidder] acting individually (the "Bidder"), are interested in submitting a Bid for the Project in accordance with the terms and conditions of the NIT and other bid documents;

Whereas, for the purposes of submission of the Bid, participation in the bidding process, and execution of the Project, it is necessary for the Bidder, or in the case of a Consortium, the Members thereof, to appoint and authorize a person to act on behalf of the Bidder/Consortium in all matters relating to the Project;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, the undersigned:

1. M/s. _____, having its registered office at _____; or

1. M/s. _____, having its registered office at _____ (where applicable); and

2. M/s. _____, having its registered office at _____ (where applicable);

(hereinafter collectively referred to as the "Principals", provided that in the case of an individual Bidder, the expression "Principals" shall mean such Bidder);

do hereby irrevocably nominate, constitute, appoint and authorize:

Mr./Ms. _____, Designation _____, of M/s. _____, having its registered office at _____;

and, in the case of a Consortium, acting through the Lead Member, as the true and lawful attorney (the "Attorney") of the Bidder/Consortium, with full power and authority to act for and on behalf of the Bidder/Consortium during the bidding process and, in the event the Project is awarded, during contract execution and implementation.

The Bidder/Consortium hereby irrevocably authorizes the Attorney, with full power to do on its behalf all or any of the following acts, deeds and things:

a. to prepare, sign, execute and submit the Bid and all related documents, applications, declarations, affidavits, forms, undertakings and communications;

b. to seek clarification, provide information, furnish additional documents and respond to queries raised by the Authority or any Government agency;

c. to attend meetings, presentations, discussions, negotiations and other proceedings relating to the Bid;

d. to receive communications, notices, letters and correspondence from the Authority;

e. to make representations and commitments on behalf of the Bidder/Consortium;

f. to execute undertakings, agreements, declarations and other documents required pursuant to or consequent upon acceptance of the Bid;

g. to sign and execute the Contract Agreement and all ancillary documents relating thereto;

h. to represent the Bidder/Consortium before the Authority and any Government department, statutory authority or other person in connection with the Project; and

i. generally to do all such acts, deeds, matters and things as may be necessary, proper or expedient for the purpose of participating in the bidding process and carrying out all obligations arising there from.

The Bidder/Consortium hereby agrees to ratify and confirm, and does hereby ratify and confirm, all acts, deeds and things lawfully done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred under this Power of Attorney, and all such acts, deeds and things shall be deemed to have been done by the Bidder/Consortium itself.

This Power of Attorney shall remain valid and irrevocable until completion of the bidding process and, where the Project is awarded, until completion of all actions required for execution of the Contract Agreement and such other obligations as may arise there under.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF…….20.…

For……..
(Signature)
……..
(Name & Title)

For……..
(Signature)
……..
(Name & Title)

Witnesses:

1.
2.…… (Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required,the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney/ letter of authority in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder/ Member.*

- *For a power of attorney executed and issued overseas, the document will also have to be legalisedbytheIndianEmbassyandnotarisedinthejurisdictionwherethepowerofattorney is being issued. However, the power of attorney provided by Bidders/Members from countries that have signed the Hague Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

- *For the avoidance of doubt:*

    - *In the case of an individual Bidder, all references to "Consortium", "Members" and "Lead Member" shall be disregarded and construed as references to the Bidder.*

    - *In the case of a Consortium, the Attorney shall act on behalf of all Members of the Consortium and the actions of the Attorney shall be binding jointly and severally upon all Consortium Members.*

Annexure 12: Format For Consortium Agreement

(To be executed on non-judicial stamp paper of appropriate value, as applicable)

This Consortium Agreement ("Agreement") is executed on this ____ day of 20__, at _____

BY AND BETWEEN

1. [Name of Lead Member], a company/partnership firm/LLP incorporated/Proprietor or registered under the laws of India, having its registered office/principal place of business at [Address], hereinafter referred to as the "Lead Member" (which expression shall, unless repugnant to the context, include its successors and permitted assigns);
   AND
2. [Name of Consortium Member 2], a company/partnership firm/LLP incorporated/Proprietor or registered under the laws of India, having its registered office/principal place of business at [Address], hereinafter referred to as "Consortium Member 2";

The above entities are hereinafter individually referred to as a "Member" and collectively as the "Consortium Members".

WHEREAS

A. Chhattisgarh Mineral Development Corporation Limited (hereinafter referred to as "CMDC") has invited bids through a tender dated_____ for _____.
B. The Consortium Members have agreed to associate with each other for the purpose of jointly participating in the bidding process and, in the event of selection, undertaking and executing the assignment in accordance with the terms and conditions of the tender document and the Contract Agreement.
C. The Consortium Members have mutually agreed to nominate [Name of Lead Member] as the Lead Member of the Consortium, which shall represent the Consortium before CMDC and coordinate all activities relating to the Bid and execution of the Contract.

NOW, THEREFORE, THE CONSORTIUM MEMBERS HEREBY AGREE AS FOLLOWS:

1. **Purpose of the Agreement**
   1.1. The Consortium Members hereby agree to form a consortium for the purpose of submitting a joint Bid in response to the tender issued by CMDC for the aforesaid assignment.
   1.2. In the event of the Consortium being selected as the successful Bidder, the Consortium Members shall jointly undertake and execute the assignment in accordance with the tender, this Agreement and the Contract Agreement executed with CMDC.
   1.3. This Agreement shall govern the mutual rights, obligations, responsibilities and arrangements among the Consortium Members in relation to the Bid and the execution of the Contract.

2. Constitution of the Consortium and Participation Share

2.1. The Consortium shall comprise the following members, with their respective participation shares:

Sl. No.	**Name of Consortium Member**	**Status**	**Participation Share (%)**
1.	[Name of Lead Member]	Lead Member	[XX]%
2.	[Name of Member 2]	Consortium Member	[XX]%
	Total		100%

2.2. The Lead Member shall hold a minimum participation share of fifty-one per cent (51%) and each other Consortium Member shall hold a minimum participation share of twenty per cent (20%), in accordance with the provisions of the tender.

2.3. The participation share of each Consortium Member shall remain unchanged throughout the bidding process and the execution of the Contract, except with the prior written approval of CMDC.

3. Appointment and Authority of the Lead Member

3.1. The Consortium Members hereby nominate and appoint [Name of Lead Member] as the Lead Member of the Consortium, which shall act as the authorised representative and single point of contact of the Consortium for all purposes relating to the bidding process and execution of the Contract.

3.2. The Lead Member shall be authorised to sign and submit the Bid and all related documents, provide clarifications and additional information, participate in meetings and negotiations, receive communications and notices from CMDC, coordinate the activities of the Consortium and undertake all necessary actions on behalf of the Consortium in connection with the tender and the Contract.

3.3. The Lead Member shall submit a duly executed Power of Attorney in favour of its designated authorised representative, authorising such representative to sign and submit the Bid and undertake all acts, deeds and things necessary in connection with the bidding process. The other Consortium Member shall provide its consent and authorisation to the Lead Member through this Consortium Agreement and such other supporting authorisation documents as may be required under the tender.

3.4. All communications, notices and instructions issued by CMDC to the Lead Member shall be deemed to have been communicated to the Consortium.

4. Roles. and Responsibilities of Consortium Members

4.1. The Consortium Members shall undertake the respective responsibilities allocated to them as set out below:

Sl. No.	Consortium Member	Scope of Work / Responsibilities
1.	Lead Member	……..
2.	Consortium Member 2	……..

4.2. Each Consortium Member shall deploy the requisite qualified personnel, equipment, resources and technical expertise necessary for the satisfactory performance of its allocated responsibilities.

4.3. The Lead Member shall be responsible for overall coordination and integration of the activities undertaken by the Consortium Members and shall ensure timely submission of deliverables to CMDC.

4.4. The allocation of responsibilities among the Consortium Members shall not limit or dilute the joint and several liability of the Consortium Members towards CMDC.

5. Joint and Several Liability

5.1. All Consortium Members shall be jointly and severally liable to CMDC for the due and satisfactory performance of all obligations under the tender document and, in the event of award, under the Contract Agreement.

5.2. Each Consortium Member acknowledges and agrees that CMDC shall have the right to enforce any or all contractual obligations against the Lead Member, any individual Consortium Member or all Consortium Members, as deemed appropriate, without being required to first proceed against any particular Member.

5.3. Any failure, default, negligence or breach by any Consortium Member shall be deemed to constitute a failure, default, negligence or breach of the Consortium as a whole.

5.4. The Consortium Members shall not raise any internal dispute, allocation of responsibility or contractual arrangement among themselves as a defence against any claim or action initiated by CMDC.

6. Representations and Undertakings

Each Consortium Member hereby represents and undertakes that:

6.1 AIt is a legally established entity and has the requisite authority and capacity to enter into this Agreement.

6.2 It has obtained all necessary internal approvals and authorisations for participating in the Consortium and executing this Agreement

6.3 It shall comply with the eligibility requirements and other terms and conditions specified in the tender document.

6.4 It has not participated in any other Bid, either individually or as a member of another consortium, in violation of the provisions of the tender document.

6.5 It has not concealed any material information or submitted any false or misleading documents in connection with the Bid.

6.6 It shall not withdraw from the Consortium or transfer its participation without the prior written approval of CMDC.

6.7 It shall remain responsible for the accuracy and authenticity of the credentials, information and documents submitted by it.

7. Earnest Money Deposit (EMD), Security Deposit and Execution of Contract

7.1. In the event of the Bid being submitted by a Consortium, the Lead Member shall be solely responsible for arranging and furnishing the Earnest Money Deposit (EMD) along with the Bid, in the amount and manner prescribed under this tender document. The EMD shall be furnished in the name of the Lead Member on behalf of the Consortium.

7.2. In the event of selection as the successful Bidder, the Lead Member shall also be solely responsible for furnishing the Security Deposit in the amount, form and within the timelines prescribed under this tender document and the Contract Agreement. The Security Deposit shall be furnished in the name of the Lead Member on behalf of the Consortium.

7.3. The Contract Agreement shall be executed by the Lead Member on behalf of the Consortium, duly authorised by the other Consortium Member through the Consortium Agreement and the requisite Power of Attorney/authorisation documents. The Lead Member shall be responsible for completing all formalities relating to execution of the Contract Agreement within the timelines prescribed by CMDC.

7.4. The Lead Member shall be responsible for ensuring the timely submission, validity, renewal and replenishment, wherever applicable, of the EMD and Security Deposit in accordance with the provisions of this tender document and the Contract Agreement.

7.5. Notwithstanding that the EMD and Security Deposit are furnished and the Contract Agreement is executed by the Lead Member, all Consortium Members shall remain jointly and severally liable towards CMDC for compliance with the terms and conditions of this tender document and due performance of the Contract. Any forfeiture or encashment of the EMD or Security Deposit shall be governed by the relevant provisions of this tender document and the Contract Agreement.

8. Payment and Financial Arrangements

8.1. The Lead Member shall be solely responsible for raising and submitting all invoices, bills and payment claims to CMDC on behalf of the Consortium, in accordance with the payment milestones and terms specified in the Contract Agreement.

8.2. All payments due to the Consortium under the Contract shall be released by CMDC directly to the Lead Member's designated bank account. Payment made by CMDC to the Lead Member shall constitute valid discharge of CMDC's payment obligations to the Consortium to the extent of the amount so paid.

8.3. The Lead Member shall be responsible for making appropriate internal arrangements for distribution of payments to the other Consortium Member in accordance with the participation shares and mutually agreed financial arrangements between the Consortium Members.

8.4. CMDC shall not be responsible or liable for any dispute, claim or disagreement between the Consortium Members relating to billing, invoicing, distribution of payments or any other financial arrangement.

8.5. The Lead Member shall ensure compliance with all applicable tax, GST, invoicing and statutory requirements in relation to invoices raised under the Contract.

9. Changes in Consortium Composition

9.1. No Consortium Member shall withdraw from the Consortium, nor shall any new member be inducted or any existing member be substituted, without the prior written approval of CMDC.

9.2. Any proposed change in the composition of the Consortium shall be subject to the condition that the reconstituted Consortium continues to meet all eligibility and qualification requirements prescribed under the tender.

9.3. The Consortium Members shall continue to remain jointly and severally liable for all obligations towards CMDC notwithstanding any change in the composition of the Consortium, to the extent provided under the tender and Contract Agreement.

10. Default of a Consortium Member

10.1. In the event of any Consortium Member failing to perform its allocated responsibilities, becoming insolvent, withdrawing from the Consortium or otherwise committing a material breach of this Agreement, the Lead Member shall immediately notify CMDC.

10.2. The remaining Consortium Members shall take necessary measures to ensure continuity of the assignment and satisfactory performance of the Contract, subject to the prior approval of CMDC wherever required.

10.3. Any replacement of a defaulting Consortium Member shall be subject to the prior written approval of CMDC and fulfilment of the applicable eligibility requirements.

11. Confidentiality

Each Consortium Member shall maintain the confidentiality of all information, documents, data and materials received from CMDC or generated during execution of the assignment and shall not disclose the same to any third party except as permitted under the tender document or the Contract Agreement or required under applicable law.

12. Dispute Resolution among Consortium Members

12.1. Any dispute or difference arising among the Consortium Members in relation to this Agreement shall, in the first instance, be resolved amicably through mutual discussions.

12.2. If the dispute is not resolved amicably, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be [Raipur, Chhattisgarh], and the proceedings shall be conducted in English.

12.3. Any dispute among the Consortium Members shall not affect or delay the performance of their obligations towards CMDC.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions herein, the courts at [Raipur, Chhattisgarh] shall have jurisdiction over matters arising out of this Agreement.

14. Duration and Termination

14.1. This Agreement shall come into force from the date of its execution and shall remain valid throughout the bidding process and, in the event of award, until completion of all contractual obligations under the Contract Agreement.

14.2. This Agreement shall not be terminated or modified in any manner that affects the rights of CMDC or the obligations of the Consortium Members without the prior written approval of CMDC.

15. Miscellaneous

15.1. This Agreement shall be binding upon all Consortium Members and their respective successors and permitted assigns.

15.2. In the event of any inconsistency between this Agreement and the provisions of the tender or the Contract Agreement, the provisions of the tender and the Contract Agreement shall prevail, to the extent of such inconsistency.

15.3. No amendment or modification to this Agreement shall be valid unless made in writing and signed by all Consortium Members, and approved by CMDC wherever such approval is required.

IN WITNESS WHEREOF, the Consortium Members have executed this Agreement on the date and at the place first mentioned above.

SIGNATURES OF CONSORTIUM MEMBERS

For and on behalf of the Lead Member
Signature: _____
Name: _____
Designation: _____
Company/Firm: _____
Date: _____
(Seal, if applicable)

For and on behalf of Consortium Member 2
Signature: _____
Name: _____
Designation: _____
Company/Firm: _____
Date: _____
(Seal, if applicable)

Witnesses

1.Signature:_____
Name and Address: _____

2.Signature:_____
Name and Address: _____