

# Agreement for Bidding Support Services

This Agreement is made at Mumbai between **Tender Bharo Solutions**, having its registered office at 311 Bldg, Unit No, 2, Sector I, Millenium Business Park, MIDC Industrial Area, Sector 1, Mahape, Navi Mumbai, Maharashtra 400710, and the Client, the user of bidding support services.

## 1. Engagement

The Client appoints **Tender Bharo Solutions** to provide Bidding Support Services such as tender research, bid documentation, submission assistance and Vendor assessment, etc , as mutually agreed by email between both parties.

## 2. Fees and Payments

- Fees, scope, and duration shall be confirmed by email before starting the services.
- **Tender Bharo Solutions** shall raise an invoice prior to commencement of work.
- Payments are due in advance, unless otherwise agreed.
- Applicable taxes (GST, etc.) will be borne by the Client.

## 3. Confidentiality

Both parties agree to keep all business, financial, and technical information strictly confidential and to use it only for the purpose of executing this Agreement. This obligation continues for three (3) years after termination.

## 4. Representations and Warranties

Each party confirms it has full authority to enter this Agreement and will comply with all applicable laws. **Tender Bharo Solutions** shall perform services in a professional manner and to industry standards.

## 5. Term and Termination

- This Agreement shall remain valid for the term mutually agreed.
- Either party may terminate:
  - For cause — with 7 days' notice if the other breaches terms and fails to remedy.
  - For convenience — with 90 days' prior written notice.
- Upon termination, both parties shall settle outstanding dues, and **Tender Bharo Solutions** shall maintain confidentiality of Client information.

## 6. Limitation of Liability

**Tender Bharo Solutions** shall not be liable for any indirect, incidental, or consequential loss. Total liability of **Tender Bharo Solutions** shall not exceed 10% of the total fees received under this Agreement.

## **7. Relationship**

**Tender Bharo Solutions** is engaged as an independent contractor, not as an employee or agent of the Client. Nothing herein creates an employer–employee or partnership relationship.

## **8. Non-Solicitation**

The Client shall not directly or indirectly solicit or hire **any Tender Bharo Solutions** employee or consultant during the Agreement and for five (5) years thereafter.

## **9. Intellectual Property**

All reports, documents, and work products created under this Agreement shall remain the property of **Tender Bharo Solutions** unless otherwise agreed in writing. The Client is granted a non-exclusive, non-transferable right to use such material solely for internal business purposes.

## **10. Subcontracting**

**Tender Bharo Solutions** shall not subcontract any part of the Services without the prior written consent of the Client. If permitted, **Tender Bharo Solutions** shall remain fully responsible for the acts and omissions of any subcontractor.

## **11. Notices**

All formal notices under this Agreement shall be in writing and sent by email or registered post to the addresses communicated by both parties. Notices by post shall be deemed delivered within 48 hours of dispatch.

## **12. Governing Law and Dispute Resolution**

This Agreement shall be governed by Indian law, with exclusive jurisdiction of Mumbai courts. Any dispute shall first be resolved amicably, failing which it shall be referred to arbitration in Mumbai, as per the Arbitration and Conciliation Act, 1996 (as amended).

### **13. General**

- Each party bears its own costs for this Agreement.
- This document constitutes the entire agreement between the parties.
- Amendments must be in writing and signed by both parties.
- Force Majeure events (natural calamities, war, etc.) shall excuse performance for the affected duration.

For, Tender Bharo Solutions

Authorized Signatory: \_\_\_\_\_

For Client

Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_