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Business Development Agreement Format Suggested Sample

This is a sample of Business Development Agreement for representation of a company by another company.

This agreement is made on this day at Delhi between:

M/s -----, a company
incorporated and having its office at -----through its -----

(Hereinafter referred to as the First Party)

AND

M/s----- (Hereinafter referred to as
the Second Party)

Whereas the First party is a renowned company doing the business of -----

Whereas the Second Party is a company engaged in the work of corporate advising and more specifically in the work of business development of various companies through its very specialized and highly skilled activities and services.

The parties have discussed the matter of business development for the First party and have agreed that the Second party shall take up the work of business development for the First party and have agreed to enter into a agreement for mutual benefits on following terms:

1. That the Second party shall take up the job of business development at its level on behalf of the First Party.
2. That the Second party shall use all the ways and means in this regard for the business development of the First Party at its own cost.
3. That the Second party shall gather all the information related to the sales, feedback, and market search and quality enhancement of the products of the First party and shall take effective steps for business development for the First party.
4. That the Second party shall also gather all the detailed information relating to tenders issued by various departments, bodies, companies etc for the said product and shall forward the same to

the First party and shall provide all possible support in this regard to the First party to procure the orders for its products. The Second party shall also provide all the relevant information in this regard to the First party which can be used for the bidding in the said tenders by the First party. The Second party will do all the activities relating to the successful bidding by the First party for the said tenders as and when required.

5. That the Second party has at present forwarded one specific lead with details to the First party regarding a tender floated by the-----
----- . The Second party is providing all possible professional, advisory jobs in this regard with wide activities of field survey, technical survey, market survey etc which shall be very useful and beneficiary to the First party in determining the details of the said tender. The First party shall bid for the said tender and shall quotes the rates as per its own business consideration.

6. That the Second party shall be entitled to professional charges of -----% of the total contract value quoted by the First party in bid filed by it in the tender document. The Second party shall claim the said amount only in the event the said tender is awarded to the First party by the department.

7. That the First party shall be bound under this agreement to make the payment of the amount as described above after the award of the tender, in case the tender is not awarded to the First party due to any reasons, the Second party shall not be entitled to any professional charges at all. The Second party shall not claim any money against the expenses done during this process in any respects.

8. That the taxes accruing in the release of the professional charges to the Second party shall be borne by the First party.

9. That parties are liberty to continue this agreement till the time they wish however the present agreement fully covers the ongoing tender ----- . The Second party is providing all the professional services with regard to the said tender to the first party and is entitled to claim the professional charges against the services rendered in the said tender. The parties however can keep this arrangement for other/ subsequent tenders and business deals at will however specific communication for assignment of the subsequent business development work shall be issued by the First party if the First party wants to avail the services of the Second party. The percentage of professional charges shall also be negotiated on case to case basis on the basis of mutual agreement and shall be reduced in writing between the parties to avoid any kind of dispute or difference. The second party shall not be entitled to any money against expenses etc in any manner, if the work has not been assigned to it by the First party through a written communication.

10. That the present agreement can be terminated by the parties at their will after giving 15 days notice in writing by the intending party however at present the agreement shall cover the ongoing tender of the -----department against which the Second party has already incurred substantial expenses. The First party shall not deny the professional charges to the Second party as described in para 6 hereinabove with regard to the ongoing tender under any circumstances after signing of the present agreement if the tender is awarded in favor of the First party.

11. That the present agreement covers only the business development for the First party by the Second party no other business or fiduciary relationship between the parties shall be created under this agreement in any form whatsoever.

The parties have now signed this agreement in presence of the witnesses.

(First Party)

(Second Party)

Witnesses: