

## **NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT WITH NABCONS FOR THE CONSTRUCTION OF MULTI SERVICE CENTRES FOR PACS ACROSS INDIA UNDER THE GRAIN STORAGE SCHEME**

The Government of India plans to roll out the world's largest Decentralized Grain Storage scheme. Aligning with the Prime Minister's vision of Atmanirbhar Bharat, the project intends to develop critical infrastructure to give thrust to the rural economy.

Under the project, NABARD Consultancy Services Pvt Limited, NABCONS, a wholly owned subsidiary of NABARD has been entrusted with construction of the infrastructure for the Multi Services Centres Envisaged for the Primary Agriculture Cooperative Societies (PACS) across India.

In this connection, NABCONS intends to empanel suitable Civil-PEB (Pre-engineered Building) contractors across India. The empaneled firm shall be engaged to undertake construction of Multi-Service Centre in one or more PACS depending on the location of the PACS, the experience of the firm and financial soundness of the firm.

Each of the Multi-Service Centre being established by the PACS, will result in creation of a state-of-the-art facility in the rural areas and may have all or some of the following components:

1. Warehouse
2. Procurement centre
3. Primary Processing Centre
4. Custom Hiring Centres
5. Silos
6. Container
7. Fair Price Shops
8. Office and Other Amenities

The capacity, area and number of each of these components will be based on the requirement of the PACS. The project cost of each of these Multi Service Centres (MSC), in each of the locations, would be approximately to Rs. 2 crore. (Rupees Two Crore)

On a pilot basis 11 ,(eleven) such Multi Service Centres (MSC) are being implemented for 11 PACS in 11 States of India within a total period of 100 days. Details of the 11 PACS selected for the Pilot Project basis are given below:

S.No.	State Name	District name	Name of PACS	Geotagged Location provided at the time of soil test visit
1	Uttar Pradesh	Mirzapur	Kotwa Pandey Kisan Seva Sahakari Samiti	25°02'04.8"N 82°35'07.4"E <a href="https://goo.gl/maps/BCfGqJN9RtZeu4ut5">https://goo.gl/maps/BCfGqJN9RtZeu4ut5</a>
2	Andhra Pradesh	West Godavari	Mritunjay Sahakari Samiti Achanta	16°36'08.8"N 81°47'55.8"E <a href="https://goo.gl/maps/YbhNZjCEKXGPXiGv9">https://goo.gl/maps/YbhNZjCEKXGPXiGv9</a>
3	Haryana	Hisar	Madha PACS	29°11'51.1"N 76°04'47.6"E <a href="https://goo.gl/maps/w4KQn8E3rZL2DGou6">https://goo.gl/maps/w4KQn8E3rZL2DGou6</a>
4	Madhya Pradesh	Balaghat	Parasvada Samiti	22°13'21.6"N 80°17'29.5"E <a href="https://goo.gl/maps/ut6t98daToQzA7Tu9">https://goo.gl/maps/ut6t98daToQzA7Tu9</a>
5	Punjab	Fazilka	Khuian Sarwar PACS	30°06'47.4"N 74°04'56.7"E <a href="https://goo.gl/maps/C5TVcVvSt8wsp6NE9">https://goo.gl/maps/C5TVcVvSt8wsp6NE9</a>
6	Gujarat	Botad	Goradka PACS	22.026605,71.617518 <a href="https://goo.gl/maps/cdWygmnNSc3Fx7ATY8">https://goo.gl/maps/cdWygmnNSc3Fx7ATY8</a>
7	Assam	Nagaon	Batadraba PACS	26°25'54.6"N 92°32'34.3"E <a href="https://goo.gl/maps/cd2ShBBeWrQGiwSm9">https://goo.gl/maps/cd2ShBBeWrQGiwSm9</a>
8	Tamil Nadu	Theni	Silamarathupatti PACS	10°01'03.7"N 77°30'04.6"E <a href="https://goo.gl/maps/GJ32S2WsXbzbE1Ws9">https://goo.gl/maps/GJ32S2WsXbzbE1Ws9</a>
9	Bihar	Kaimur	Dervan PACS	25°00'45.6"N 83°48'02.4"E <a href="https://goo.gl/maps/LMJcpWgbooFzEbcY7">https://goo.gl/maps/LMJcpWgbooFzEbcY7</a>
10	Tripura	Gomati	Khilpada PACS	<a href="https://goo.gl/maps/TsvFEZmYfmQZAM2U7">https://goo.gl/maps/TsvFEZmYfmQZAM2U7</a>
11	Odisha	Mayurbhanj	Baisinga Lamps	21°36'28.3"N 86°55'31.4"E <a href="https://goo.gl/maps/9Fakn5Dw3MkaqSgN6">https://goo.gl/maps/9Fakn5Dw3MkaqSgN6</a>

Upon completion of 11 PACS, in 11 States in the pilot phase, this project will be extended all India with over a tentative number of 10,000 such facilities being constructed and commissioned across India.

The implementation schedule to be followed by the contractor firm will be as follows:

<b>Week Number</b>	<b>Week 1</b>	<b>Week 2</b>	<b>Week 3</b>	<b>Week 4</b>	<b>Week 5</b>	<b>Week 6</b>	<b>Week 7</b>	<b>Week 8</b>	<b>Week 9</b>
<b>No of Days (Cumulative)</b>	<b>7</b>	<b>14</b>	<b>21</b>	<b>28</b>	<b>35</b>	<b>42</b>	<b>49</b>	<b>56</b>	<b>63</b>
<b>Activities</b>									
Mobilisation of contractor									
Digging of Borewells for water source and arranging temporary power for site works									
Foundation and Casings									
Plinth Beams and Compound walls									
Erection of PEB Sheds									
Construction of Brick works									
Plastering									
Painting and Finishing Works									
Grade Slab and Roads including Drains (Curing consolidation forming)									
Order Placement for supply of Plant and Machinery and Agricultural Equipment Orders									
Machinery and Equipments reaching site									
Equipment and Machinery Foundation									
Equipment Erection (including control panels, transformers, DG Set)									
Internal and External Lighting wiring									
Trial Run									

## **Instructions for submission Expression of Interest**

Civil-PEB Contractors are invited to submit their expression of interest for empanelment with NABCONS for the construction of Multi Service Centres for PACS across India under the Grain Storage Scheme from **20<sup>th</sup> April 2023 to 25<sup>th</sup> April 2023**.

The signed and scanned documents for empanelment may please be emailed to **headoffice@nabcons.in** on or before **5.00 PM on 25<sup>th</sup> April 2023**

The subject line of your email should be as follows:

**“EoI for Empanelment of PEB-Civil Contractor with NABCONS”**

The attachments to the email must include the following documents (whose formats are provided in the Prescribed Format Section of this EoI Document), viz.,:

1. Letter of Application & Expression of Interest for Empanelment with NABCONS (Form-1)
2. General Information of the Applicant (Form-2)
3. Documents certifying Applicant’s legal status/ Certificate of incorporation / registration (duly certified/notarized).
4. Latest brochures of the organization
5. Audited financial statements and CA certificate
6. Annual Reports
7. Networth Certificate certified by the CA
9. Turnover details certified by CA
10. Affidavit (Form-3)
11. Power of attorney for signing the Expression of Interest (Form-4)
12. Joint Venture Agreement in case of a JV applicant (Form-5)

## 1.1 Evaluation Criteria(s) of Contractors for Civil and PEB works - Empanelment with NABCONS for the construction of Multi Service Centres for PACS across India under the Grain Storage Scheme

1.1.1 **Eligible Applicants:** A Company, incorporated under the provisions of Indian Companies Act, 1956/ 2013, whether submitting for the empanelment individually or in Joint Venture shall be eligible to be empaneled with NABCONS for the Project. The number of members in a Joint Venture shall be limited to maximum 2 (two).

### 1.1.2 Technical Criteria

To be eligible for the said Project the firm shall be required to fulfil the following conditions of eligibility:

- (i) **Technical Capacity:** The applicant shall be required to satisfy the following:  
The applicant shall, over the past 5 (five) financial years preceding the last date for submission of expression of interest (i.e., 01 April 2023), have:  
Received payments for construction of Eligible Project(s) such that the sum total of the above is more than INR 2 crore (Indian Rupees Two Crores).

Where, Eligible Projects mean: Agriculture infrastructure and/or core sector Infrastructure

Where: Agriculture infrastructure shall include infrastructure used for production and storage of agri input/produce, infrastructure used for production & harvesting of agri commodities, infrastructure used for processing of agri produce, infrastructure used for distribution, retailing and export of agri commodities

Core sector would be deemed to include, power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.

Where: Real Estate Development would include hotels / resorts, convention Centres, exhibition centres, commercial complex, community centres, commercial offices, clubs, banquets, retail high street / malls etc.

(ii) **Financial Capacity:**

- (i) **Net Worth:** The applicant should have a minimum Net Worth of INR 0.50 Crore at the close of the preceding financial year.
- (ii) **Turnover:** The applicant should have had an average annual Turnover of minimum INR 2 Crore across the last three financial years.

## 1.2 Expression of Interest for Empanelment submitted by an Unincorporated Joint Venture (JV):

- 1.2.1 There can be a maximum of 2 (two) members in a Joint Venture (JV).
- 1.2.2 Only the Joint Venture (JV) member as explicitly mentioned by the Applicant for consideration. However, for the Financial capability, the aggregate financials of all the Joint Venture (JV) members shall be considered.
- 1.2.3 Any material changes in the membership of an Applicant will be rejected by NABCONS. Proposals submitted by a Joint Venture (JV) must provide a written agreement (Joint Venture (JV) Agreement) to be signed by each member in that Joint Venture (JV) which describes the responsibilities of each member in the Joint Venture (JV). One of the Joint Venture (JV) members would be required to be nominated as Lead Member and the same shall also be mentioned in the Joint Venture (JV) Agreement. The Joint Venture (JV) Agreement shall be as per Format of Draft Joint Venture Agreement provided in this EoI.

## PRESCRIBED FORMATS

## Letter of Application & Expression of Interest for Empanelment with NABCONS (Form-1)

(To be signed and submitted by the Applicant's authorized signatory on the letter head of the Applicant )

The Managing Director,  
NABARD Consultancy Services Pvt Ltd  
NABCONS  
Corporate Office,

Sir,

**Subject: Expression of Interest for Empanelment with NABCONS for the construction of Multi Service Centres for PACS across India under the Grain Storage Scheme**

1. Being duly authorized to represent and act for and on behalf of \_\_\_\_\_ (herein the Applicant), and having studied and fully understood all the information provided in the EoI document, the undersigned hereby apply as an applicant for ***“Empanelment with NABCONS for the construction of Multi Service Centres for PACS across India under the Grain Storage Scheme”***
2. Our Expression of Interest with the supporting documents, duly filled and signed on each page are enclosed with this Letter of Application & Expression of Interest for Empanelment with NABCONS.
3. NABCONS and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.

4. NABCONS and its authorized representatives may contact the following persons for any further information:

Name of the person (s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_; Fax: \_\_\_\_\_

5. This application is made with full understanding that:
- (a) NABCONS reserves the right to reject or accept any EoI/Proposal, cancel the empanelment process, and/or reject all EoIs/Proposals.
  - (b) NABCONS shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
6. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this EoI Document and Project related Information as required for the proposal. We have also visited the Project Site/Facility for the assessment and have made our own due diligence and assessment regarding the Project.
8. We agree to keep our proposal valid for 180 (One Hundred Eighty) days from the Proposal Due Date and not to make any modifications in its terms and conditions not acceptable to NABCONS. Should this proposal be accepted, we hereby agree to EoI by and fulfill all the terms, conditions and provisions of the aforesaid documents.
9. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of EoI and its final acceptance by NABCONS.

Authorised signatory

Date:

Name and seal of Applicant

Place:

## General Information of the Applicant (Form-2)

(To be signed and submitted by the Applicant's authorized signatory on the letter head of the Applicant )

1. Details of Applicant
  - a. Name:
  - b. Legal Status:
  - c. Country of incorporation:
  - d. Address of the corporate headquarters (if any) in India:
  - e. Year of Incorporation:
  
2. Details of individual(s) who will serve as the point of contact / communication for NABCONS within the Company:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. Fax Number:
  - g. E-Mail Address:
  
3. States in which the applicant is willing to undertake construction in the order of preference (applicant may enlist all the states in which they are willing to undertake construction work)
  - i.
  - ii.
  - iii.
  - iv.
  
4. In case of Joint Venture (JV):
  - a. Information above (1 & 2) should be provided for all the members of the Joint Venture (JV).
  - b. Information regarding role of each member should be provided:

Sr. No.	Name of Member	Role*
1		
2		

*\* Specify whether Lead Member / Ordinary Member*

Signed  
(Name of the Authorised Signatory)

For and on behalf of  
(Name of the Applicant)

Designation

Place:

Date:

**To be enclosed:**

1. Documents certifying Applicant's legal status/ Certificate of incorporation / registration (duly certified/notarized).
2. In case of a Joint Venture (JV), Joint Venture (JV) Agreement (duly certified/notarized).
3. Latest brochures of the organization (duly certified/notarized, wherever possible).
4. Audited financial statements and CA certificate
5. Annual Reports
6. Networth Certificate certified by the CA
7. Turnover details certified by CA
8. Power of attorney for signing the Expression of Interest
9. Affidavit
10. Joint Venture Agreement in case of a JV applicant

### Affidavit FORMAT (Form-3)

(To be given separately by each Joint Venture (JV) member in case of a Joint Venture (JV) or otherwise by the Single Applicant on a Stamp Paper of INR 10)

I, \_\_\_\_\_, s/o \_\_\_\_\_, resident of \_\_\_\_\_, the \_\_\_\_\_ (insert designation) of the \_\_\_\_\_ (insert name of the single Applicant/ Joint Venture (JV) member, in case of a Joint Venture (JV)), do solemnly affirm and state as follows:

1. That I am the authorised signatory of \_\_\_\_\_ (insert name of Company/ Joint Venture (JV)) (hereinafter referred to as “**Applicant / Joint Venture (JV) Member**”) and I am duly authorized by the Applicant organization / Joint Venture (JV) to swear and depose this Affidavit on behalf of the Applicant organization / Joint Venture (JV).
2. That I have submitted information with respect to our eligibility for the **Expression of Interest for Empanelment with NABCONS for the construction of Multi Service Centres for PACS across India under the Grain Storage Scheme** (hereinafter referred to as “**Project**”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. That, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by NABCONS to verify our credentials / information provided by us under this tender and as may be deemed necessary by NABCONS.
4. That if at any point of time including the Concession Period, in case NABCONS, requests any further / additional information regarding our Financial and / or Technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of NABCONS.
5. That, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. That all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

**DEPONENT**

(Name, Designation and Address)

VERIFICATION:

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Format for Power of Attorney for Signing of Expression of Interest (Form-4)**

Know all men by these presents, we/ I ..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Expression of Interest for Empanlment for the project envisaging “Construction of Multi Service Centres for PACS across India under the Grain Storage Scheme”, in the country of India, including signing and submission of all documents and providing information/responses to NABCONS representing us in all matters before NABCONS and generally dealing with NABCONS in all matters in connection with our EoI/ Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

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.

**Power of Attorney by Each Member of the Joint Venture (JV) in Favour of Lead Member**

Dated -----

**POWER OF ATTORNEY  
TO WHOMSOEVER IT MAY CONCERN**

WHEREAS we have decided to participate in the empanelment process for the “Construction of Multi Service Centres for PACS across India under the Grain Storage Scheme” (the “Project”) as member of -----[name of the Joint Venture (JV)] independently, we, -----[name of authorising company/agency], a ----- incorporated under the laws of -----, the registered address of which is -----, to lawfully represent and act on our behalf as the Lead Member of the Joint Venture (JV) to sign any qualification statement, proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with other members of the Joint Venture (JV), to The Authority for all of the obligations of the Joint Venture (JV) in respect of our qualification statement and expression of interest submitted

We hereby ratify and confirm that all acts done by our said attorney ----- (name of lead member) shall be binding on us as if the same has been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this \_\_\_\_day of \_\_\_\_2023 in the presence of the following witnesses

Witness 1  
Signature \_\_\_\_\_

Witness 2  
Signature \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

By \_\_\_\_\_ [the Authorising Company]  
Signature \_\_\_\_\_ [Signature of Authorised signing officer]

Name \_\_\_\_\_ [Name of Authorised signing officer]  
Title \_\_\_\_\_ [Title of Authorised signing officer]

## Format

### Draft Joint Venture (JV) Agreement (Form-5)

*(To Be Made On Stamp Paper of Requisite Value and Notarized)*

This Joint Venture (JV) Agreement (the “AGREEMENT”) made at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, (Year)

#### BY AND BETWEEN

M/s \_\_\_\_\_ {*Lead Member (Joint Venture (JV) Member 1)*}, a \_\_\_\_\_ incorporated under \_\_\_\_\_ (*name of the relevant act/law of under which registered in the Country of Registration*) and having its registered office / a company incorporated under the Laws of \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the ONE PART;

M/s \_\_\_\_\_ (*Joint Venture (JV) Member 2*), a \_\_\_\_\_ incorporated under the \_\_\_\_\_ and having its registered office / a company incorporated under the Laws of \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the SECOND PART;

#### WHEREAS:

- A. NABARD Consultancy Services Pvt Ltd (hereinafter referred to as the “NABCONS”), invited Expression of Interest for Empanelment for the work of “**Construction of Multi Service Centres for PACS across India under the Grain Storage Scheme**” (hereinafter referred to as the “Project”).
- B. M/s \_\_\_\_\_, and M/s. \_\_\_\_\_ have agreed to consolidate their resources and experience, and apply jointly as a Joint Venture (JV) (hereinafter referred to as the “Joint Venture (JV)”), vide this Joint Venture (JV) Agreement, for the purpose of developing and completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the “RFP document”).

C. M/s \_\_\_\_\_, and M/s. \_\_\_\_\_ have therefore agreed to enter into this Joint Venture (JV) Agreement in respect of the submission of the EoI/ Proposal for the Project on the terms set out below.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. The recital herein contained shall constitute and integral and operative part of this AGREEMENT.
2. The Parties hereto agree to consolidate their resources and hereby form a Joint Venture (JV) to jointly prepare, submit and EoI for the Project, which has financing and commercial benefits, as detailed in the RFP document issued by the Authority for the implementation/execution and completion of the Project.
3. The Parties hereto agree that \_\_\_\_\_ shall be the Lead Member and & \_\_\_\_\_ shall be the Joint Venture (JV) Members 2 of the Joint Venture (JV).
4. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Joint Venture (JV). \_\_\_\_\_ (*Lead Member*) shall be authorized to act on behalf of the Joint Venture (JV) as their representative for implementation/execution and completion of the Project.
5. \_\_\_\_\_, and \_\_\_\_\_ shall be jointly and severally liable for the “**Project**” in accordance with the terms of the RFP Document. It is further unanimously agreed by the Parties that the Lead Member, along with other Joint Venture (JV) Members shall:-
  - a) Coordinate the day to day activities of the Joint Venture (JV);
  - b) Undertake to be jointly and severally liable/responsible for all the obligations and liabilities relating to the project entered upon with NABCONS
6. The role and the responsibility of each Party for the “**Project**” shall be as follows:

Name of Member	Type of Member	Role & Responsibility
	Joint Venture (JV) Member 1 (Lead Member)	
	Joint Venture (JV) Member 2	

7. Confidentiality – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any EoI or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.
8. Term and Duration – This Agreement shall come into effect on the date of submission of the EOI/Proposal for the Project. This Agreement shall terminate upon the successful completion of the Project and may be extended further for such period as may be required by the Authority. This Agreement can be terminated only upon Joint Venture (JV)'s EoI for the Project is conclusively rejected by the Authority.
9. Costs/Expenses – All out-of-pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this Agreement.
10. Governing Law – This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.
11. Settlement of Disputes – Any disputes arising out of this Agreement shall be amicably settled by the Authorised representatives of the Parties, failing with any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.  
Language of Arbitration shall be English. The venue of the Arbitration proceedings shall be in New Delhi, India. The Parties jointly and severally undertake that the Project shall not be affected during the dispute(s) or the settlement of dispute(s) period.  
The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.
12. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.
13. Amendments – This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from the Authority.

14. Notices – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd./Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform the Authority and the other Parties/ Joint Venture (JV) Members of any such change.

15. Language – The official language of this Agreement and all future agreements shall be English

16. Assignment – None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of the Authority.

17. Entire Agreement – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

**SIGNED AND DELIVERED BY** \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIGNED AND DELIVERED BY** \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

