

SUPPLEMENTARY AGREEMENT FOR
JOINT VENTURE PARTICIPATION

THIS AGREEMENT is made the _____ day of _____ 20 _____
 BETWEEN THE PUBLIC UTILITIES BOARD OF THE REPUBLIC OF SINGAPORE, a body corporate reconstituted under and by virtue of the Public Utilities Act (Chapter 261) (2002 Ed), its assigns and successors at law and having its principal office at 40 Scotts Road, #22-01 Environment Building, Singapore 228231 (hereinafter called “the Board”) of the first part and (1st Joint Venture Partner) _____ (address) _____
 (1st JVP), (2nd Joint Venture Partner) _____ (address) _____ (2nd JVP), (3rd Joint Venture Partner) of _____ (address) _____ (3rd JVP), of the second part and is supplemental to an Agreement made on _____ between the Board and the 1st JVP, 2nd JVP, 3rd JVP (hereinafter called “the Principal Agreement”) a copy of which is attached to this Agreement.

WHEREAS the 1st JVP, 2nd JVP and 3rd JVP have jointly tendered for _____
 (hereinafter called “the Services”) in the sum of _____
 under the name of _____
 (Name of Joint Venture) (hereinafter called “the Joint Venture”) to execute and complete the Services.

AND WHEREAS the Board has agreed to accept their tender provided that the partners shall agree to jointly and severally undertake all the Joint Venture’s liabilities to the Board under the Principal Agreement.

NOW IT IS HEREBY AGREED as follows:

1. The 1st JVP, 2nd JVP and 3rd JVP each declare that they have entered into a Joint Venture Agreement with each other a signed copy of which is attached as Schedule I to this Agreement for the purposes of undertaking all their liabilities to the Board under the Principal Agreement, and agree that the said Joint Venture Agreement shall not be amended or modified in any way except with the prior written consent of the Board.

2. The 1st JVP, 2nd JVP and 3rd JVP each declare in the event that any of them withdraws from the Joint Venture or is for any reason unable to perform the obligations under either the Principal Agreement or this Agreement, then the other partner or partners shall execute and complete all their liabilities under the Principal Agreement.
3. The 1st JVP, 2nd JVP and 3rd JVP shall jointly and severally execute and complete the Services in accordance with the terms of the Principal Agreement and in the event that any of them withdraws from the Joint Venture without the prior written consent of the Board, then the Board may without prejudice to any other rights contained herein by a notice sent by registered post determine the Principal Agreement and their employment thereunder. Upon such determination, the Board shall be entitled to all rights stipulated in the Principal Agreement.
4. The 1st JVP, 2nd JVP and 3rd JVP appoint and declare that _____ is their agent and shall represent them in all dealings with the Board.
5. The 1st JVP, 2nd JVP and 3rd JVP shall be jointly and severally responsible for all activities carried out and all decisions made by the said _____ insofar as these relate to the Principal Agreement.
6. All correspondence addressed to the 1st JVP, 2nd JVP and 3rd JVP jointly in relation to the Principal Agreement shall be addressed to _____ and notices and Board's instructions contemplated by the Principal Agreement shall be deemed to be validly served on the 1st JVP, 2nd JVP and 3rd JVP jointly when posted or delivered to the aforesaid address.
7. The 1st JVP, 2nd JVP and 3rd JVP agree that payments of all monies due to them made by the Board in relation to the Principal Agreement shall be made payable to the account in the name of _____, Account no. _____, or any other account which the 1st JVP, 2nd JVP and 3rd JVP jointly may subsequently agree in writing with the Board.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Signed by _____)
for and on behalf of _____)
THE PUBLIC UTILITIES BOARD _____)
in the presence of : _____)

Signed by _____ (Name))
_____ (Designation))
for and on behalf of _____)
_____ (1st Joint Venture Partner))
in the presence of : _____)

Signed by _____ (Name))
_____ (Designation))
for and on behalf of _____)
_____ (2nd Joint Venture Partner))
in the presence of : _____)

Signed by _____ (Name))
_____ (Designation))
for and on behalf of _____)
_____ (3rd Joint Venture Partner))
in the presence of : _____)

(To be signed by all Joint Venture Partners)