

Form ELI – 1.3

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS
(On Non-Judicial Stamp Paper of Appropriate Value if required)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and

.....by..... a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s. a Company incorporated under the laws of..... and having its Registered Office at..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] for the work of **Comprehensive Water Supply Service Improvements in Kakinada Municipal Corporation - Package II** taken up under the A.P. Municipality Development Project by the Government of Andhra Pradesh, **Office of The Commissioner, Kakinada Municipal Corporation, Kakinada, Andhra Pradesh** (hereinafter called the "**Employer**").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated

AND WHEREAS the Employer invited bids for the above mentioned work as per the scope of work and specifications stipulated in the bidding documents.

AND WHEREAS Clause 11.1 (h) of Section-II - BDS stipulates that an Undertaking signed by all the partners of the Joint Venture shall be submitted along with the Bid so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid is being submitted to the **Employer** vide proposal No.....dated..... based on this Undertaking which has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the **Employer** to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the execution of the work in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the **Employer** suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the work in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the **Employer**, on its demand without any demur. It shall not be necessary or obligatory for the **Employer** to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the **Employer** can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the **Employer**.
4. The financial liability of the Parties of this Deed of Undertaking to the **Employer**, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties are given in the bid. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract

performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the **Employer** discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of For Lead Partner (Party No.-1)
has been affixed in my/ our For and on behalf of M/s
presence pursuant to Board of
Director's Resolution dated (Signature of the authorized
Name representative)
Designation
Signature

WITNESS :

I.

II.

Common Seal of For Party No.-2
has been affixed in my/ our For and on behalf of M/s.....
presence pursuant to Board of (Signature of the authorized
Director's Resolution dated representative)
Name
Designation
Signature

WITNESS :

I.

II.