

CONTRACT AGREEMENT

1. An agreement made this day of between A company incorporated under the Companies Act, 1956 having its registered office at (hereinafter called "the approved EPC Contractor" which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators, of the one part the and the "RAJASTHAN DRUGS & PHARMACEUTICAL LTD." a company incorporated under the Companies Act,1956 having its registered office at Road No-12, V.K.I.A., Jaipur (hereinafter called "RDPL" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved EPC Contractor has agreed with RDPL to supply, erection, testing, commissioning work of 625 KVA DG Set & augmentation of 11/4 KV ,1000 KVA Sub Station here to in accordance with and in the manner set forth in the conditions of the tender floated by RDPL vide its letter no. Dt. and as amended from time to time and the work order placed on "the approved EPC contractor" vide its order no.

3. And whereas the approved EPC Contractor has submitted a EMD amount -----of order value to RDPL vide Cheque/DD no.dated

Now these Presents witness:

In consideration of the payment to be made by RDPL under the aforesaid work order at the rates set forth there under the approved EPC Contractor will duly supply, erection, testing, commission work of 625 KVA DG Set & augmentation of 11/4 KV ,1000 KVA Sub Station in the matter set forth in the conditions of the tender and work order.

- 1) The conditions of the work order and bidding document referred to in this agreement will be deemed to be taken as an integral part of this agreement and are binding on the parties executing this agreement.
- 2) Letters received from tenderer and letters issued by the RDPL and referred in the work order shall also form an integral part of this agreement.
- 3) RDPL do hereby agree that if the approved EPC Contractor shall duly complete the said work order in the manner aforesaid observe and keep the said terms and conditions, RDPL will pay or cause to be paid to the approved EPC Contractor at the time and in the manner set forth in the said conditions, the amount payable for the work.
- 4) All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per relevant clause of the work order.

5) Liquidated damage for delay in commissioning will be levied on the EPC contractor if he fails to commission the equipment within specified time as per Clause ----- of the work order. RDPL may allow an extension in time of commissioning subject to recovery from the approved EPC contractor the applicable liquidated damages, and not by way of penalty, a sum equal to the following percentage of the cost of project for the period of delay as stated below: -

(a) Delay per day from prescribed delivery period – Rs. 500/-

(b) Delay up to one fourth period of the prescribed delivery period - 2.5%

(c) Delay exceeding one fourth but not exceeding half of the prescribed delivery period – 5%

(d) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5%

(e) Delay exceeding three fourth of the prescribed delivery period - 10%

1. Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
2. The maximum amount of agreed liquidated damages shall be 10%.
3. The above liquidated damages clause is subject to any unforeseen situation not within the control of the contractor. However, the contractor shall give an appropriate notice for unforeseen situation.

In witness whereof the parties hereto set their hands on the day of 2013.

Signature of the authorised signatory
of the approved EPC Contractor

Date:

1. Witness
2. Witness

Signature for and on behalf of RDPL
by authorised signatory

Date:

1. Witness
2. Witness
