

Terms of Contract (Draft Contract)
(Six Months 01.09.2023 to 28.02.2024)

REG.: Sale of Waste Rubber Scrap items from (hereinafter referred to as, “Materials”) lying at our plant site, Panipat (Haryana) on the following terms and conditions lying at our plant site, Panipat (“Contract”).

1) JOB DESCRIPTION:

- i) Sale of Waste Rubber Scrap items are broadly classified as below:
 - ❖ **SBR 8000:** *This is scrap material, which is generated during the production process and it contains traces of unreacted raw materials. Approx. available quantity: 120 MTs*
 - ❖ **SBR 9000:** *This material is collected before dryer and it has very high moisture content. Approx. available quantity: 300 MTs*
- ii) You shall take delivery of entire quantity of Material on “as is where is basis” lying in scrap yard / designated place/places at plant at Panipat.
- iii) You shall ensure that the Materials is collected from scrap yard / designated place/places during General Shift only.
- iv) You shall transport Materials from scrap yard / designated place/places by using your own vehicles.
- v) You agree and confirm that Material shall be delivered on UOM as as specified in Annexure-1.
- vi) You shall lift material on regular intervals and ensure that there is no accumulation of Materials. The minimum quantity provided by us in one lifting will be not less than a load of one truck of 6 wheels.

2) PAYMENT TERMS:

- i) **Sale Price:** In consideration of purchasing the Materials, you shall pay to us as **Annexure-1** attached.
- ii) Taxes (wherever applicable) will be extra and as mentioned in **Annexure-1** attached.
- iii) **TCS @ 1% will be extra.**
- iv) The aforesaid Sale price shall be paid by you before Material is taken out of the Plant.
- v) You shall indemnify and keep us harmless and indemnified against any claims, losses or damages in this regard including claims, losses or damages on account of any non-compliance of statutory provisions in this regard.

3) TRANSPORTATION:

- i) It will be your responsibility to transport the Materials from the loading point/rubber scrap yard to your place.
- ii) You will be solely responsible for any lapses or for any reasons whatsoever in transportation of Materials from loading points and any cost incurred because of it will be borne by you. You shall indemnify and keep us harmless and indemnified against any claims, loss or damage in this regard including claim, loss or damage on account of any non-compliance of statutory provisions in this regard.
- iii) You shall ensure that the vehicle etc. are duly registered and insured and have necessary road permits under the provisions of Motor Vehicle Act and under any other law as may be applicable from time to time.
- iv) You shall ensure that the vehicle etc. which are being driven by the drivers, who have valid driving license and are insured
- v) You shall ensure that the vehicles etc. are loaded as per the provisions of Motor Vehicle Act/ traffic rules.
- vi) You should ensure the availability of following necessary documents with vehicle, during ISRPL gate entry i.e. Original RC, original Driving licence of the vehicle driver, PUC and original copy of the Insurance.

- vii) Vehicle will not be allowed to enter inside ISRPL gate in absence of any one from above said documents. You will be accountable for same only.
- viii) You shall take out necessary insurance cover of your labours, drivers, 3rd party etc for accident, injuries and death caused or suffered whilst performing the services in terms of this contract. You shall keep us harmless and indemnified, if any loss, damage, consequences expenses etc. are suffered or incurred by us on this account.
- ix) You undertake-s to be responsible and compensate us, in case any damage to our property/injury or death of our employee due to negligent/rash etc act of driver or due to defective etc vehicle etc.

4) OBLIGATIONS:

- i) You agree and confirm to take delivery of entire quantity of Materials within 2 days after our intimation. Intimation will be through email/phone call from ISRPL officer in charge, if you fails to lift the said materials penalty will be imposed as per day Rs. 5000/-, it shall be counted from the day of the first intimation.
- ii) You shall ensure quick disposal of Materials.
- iii) You shall employ your own laborers for loading / unloading of Materials at your cost and expenses. Loading time will be from 9:00 am to 5:30 pm only.
- iv) The necessary statutory requirements pertaining to their workers should be ensured by the vendor i.e. Insurance (ESI), Medical fitness certificate of the workers, police verification of the workers clearance from the hometown etc.
- v) Cutting of drums or draining of residuals of chemical/material is not allowed at ISRPL site or during transportation, if it will come into the notice, a serious action shall be taken, which may extent to imposition of penalty and other suitable action as per HSPCB or CPCB guideline.
- vi) **Personal Protective Equipment:** Contractors have to provide all-necessary personal protective Equipments such as, helmet, safety shoes, safety goggles & hand gloves etc. to their labors.
- vii) **Safety and work permit:** Contractor shall have to strictly adhere all the safety rules of ISRL and always work with proper permit from the operational department.
- viii) **Safety regulations:** You shall have to follow all the safety rules and regulations followed by ISRL and also to ensure that your workers are well equipped with safety shoes and helmets and all other safety appliances required during the execution of the work.
- i) You will deploy responsible personnel to carry out supervision of your manpower etc. to ensure smooth operations of your responsibilities round the clock in terms of this contract. Your personnel will coordinate with Stores in-charge for satisfactory performance of your obligations,
- ii) Persons/ person engaged by you to carry out the aforesaid activities shall work under your direct control and supervision. Nothing herein shall be construed as establishing any relationship of employer and employee between us and the persons engaged by you. You shall ensure that your employees shall have no claims, whatsoever; to employment with us either during the tenure of this contract or after the termination/expiration of this contract and you shall engage employees on this express understanding.
- iii) You agree to indemnify us against all claims from your employees and pay all expenses which we may incur defending any proceedings pursuant to such claims and also shall keep us indemnified at all times thereafter for any acts, matters or things done or omitted or neglected to be done by you and thereby you absolves us from all liabilities arising out of or in connection with the aforesaid contravention or acts, matters or things done omitted or neglected to be done by you or on its behalf.
- iv) You shall be liable for payment of all remuneration statutory dues in respect of persons engaged by you. You shall also comply with all laws, bye laws rules, regulation as are or shall be applicable on you/your establishment. In case you fail to make any statutory payments, we reserve the right (in our sole discretion) to do as on your behalf and deduct the same from your bills / security deposit / retention money. You shall keep us harmless and indemnified against any claim or demand, litigation, loss or expenses that may be suffered or incurred by

us on account of any claim or demand raised by the persons appointed by you, including claim for wages/ compensation and /or other dues whether statutory or not on any account whatsoever and/or on account of any violation of law/s, rules, regulation etc. committed by you/persons employed by you.

- v) **Insurance Cover for Workmen:** The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards compensations as admissible under the Workmen's Compensation Act,1923 and Rules framed there under upon death/disablement of a worker and the same has to be produced to the Officer-in-charge before start of the work. In case any person deployed by you or by agencies who have been engaged by you for execution of this contract suffers work injury or complains of illness within the Plant or in the presence of other ISRL personnel on duty, the concerned person may be treated by the available medical/ Para medical personnel who have been deployed by the Company. Subsequently, subject to the decision and guidance of the Company's Medical Officer, the concerned person may be hospitalized.

In such cases and in the absence of your authorized representatives or of the concerned agencies, all expenses related to the initial treatment and / or hospitalization expenses shall be borne by ISRL and may be subsequently recovered from your bills. However, ISRL will arrange to communicate such events to you through any of your personnel or any other suitable medium at the earliest possible opportunity. Once you or your agency takes charge of the situation all relevant medical documents (that had so far been generated) related to the case shall be duly handed over to you to enable you to claim insurance benefits, if any. In such events, all decisions taken by the Company's Medical Officer, related to the treatment and/or hospitalization of the patient may be considered to be final and binding on all concerned.

- i) You shall be solely responsible for acquiring all requisite licenses/clearances from Government/Municipal/Judicial/Quasi-judicial bodies and other local authorities etc. as may be required for rendering the services in terms of this contract.
- ii) You and your employees shall at all times adhere to all ground rules and regulations as may be prescribed at the unit, and any breach of this condition shall entitle us to terminate this contract.

5) SECURITY DEPOSIT:

You shall deposit a sum of Rs. 2,00,000/- (Rs. Two Lakh only) by way of Demand Draft as interest free Security Deposit at the time of accepting of this Contract, which will be refunded to you after expiry/termination of this Contract after adjusting all sums, dues, costs etc. which are payable by you to us. If you fail to lift the complete material within stipulated date, pls note that company reserves the right to forfeit the security deposit lying with us.

6) VALIDITY:

This Contract shall be deemed to be effective for Six Months from ,2023 to ,2024. The said Validity this contract shall automatically come to an end, unless renewed in writing for further period, on such terms and conditions as may be mutually agreed upon at the time of such renewal.

7) TERMINATION:

- i) We can terminate this contract at any point of time without assigning any reasons by giving written notice of one month. Similarly, you can terminate this contract without assigning any reasons by giving written notice of three months.
- ii) In case of breach of any terms and conditions of this contract, including but not limited to non-satisfactory performance of the services or failure to make the payment on due date or change or for any other reasons, we shall be free to terminate this contract immediately.

8) FORCE MAJURE:

We shall not be liable for any act of God or act of state, strike, lockout or circumstances beyond our control.

9) INDEMNITY:

- i) In the event of any loss/damage/expenses etc. occasioned to us, as a result of any lapse/neglect/fault/omission/act on you or your employees' part in our opinion, then we shall be entitled to claim from you, the value of the said loss/damage/expense etc.
- ii) You hereby indemnify us and shall keep us indemnified and harmless and our's Directors, officers, employees from and against all claims, demands, losses and damages, penalties, expenses and proceedings connected with this contract or arising from any breach in relation to any such services as aforesaid or otherwise arising from any act, commission, misrepresentation or omission on your part, whether willful or not.
- iii) All indemnities given by you shall survive the expiry or termination of this contract.

10) DISPUTES & JURISDICTION:

- i) Any dispute arising between you and our officers responsible for supervision of your work or controversy or claim either arising out of or relating to or arising out of this contract shall be resolved amicably. If the dispute is not resolved through discussion within a period of one month from the date of raising of dispute then it will be referred to the sole arbitrator to be appointed by ISRPL. The arbitration proceedings shall be conducted under the provisions of the Arbitration and Conciliation Act 1996 or any statutory enactment thereof. The place of arbitration will be Panipat and the language of arbitration shall be English. The award of the Arbitrator shall be final and binding upon the parties.
- ii) Any legal action pertaining to this contract/work order shall be subject to the jurisdiction of Courts of Delhi / Panipat alone to the other exclusion of other courts.

11) OTHER TERMS:

- i) This is a non-exclusive contract and it does not, in any manner, restrict us from appointing any other person(s)/agencies to do same/similar/identical work on such terms and conditions as we may deem fit.
- ii) This contract shall prevail over any other terms or conditions contained in your invoices/bills or any other document.
- iii) You or your employees shall not at any time whether during the term of this contract or at any time after the termination/expiration of this contract thereof divulge to any other person, any information disclosed to you or your employees or acquired by you or your employees in relation to our affairs or business or method of carrying on business and you shall keep us harmless and indemnified of the damages/losses etc suffered by the us on this account.
- iv) The parties herein are and shall be, with respect to the subject matter of contract, independent contractors of one another and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture relationship between the said parties.
- v) All notices required to be served under this contract shall be in writing and sent by registered mail or by facsimile, to the other party hereto at the addresses provided hereinbefore or any later addresses, notice of which having been previously given by one party to the other. All such notices shall be effective upon actual receipt or it shall deemed to have been received on the fifth day after the day of dispatch.
- vi) In the event that any provision of this contract conflicts with the law under which this contract is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this contract, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this contract shall remain in full force and effect.
- vii) Our failure to insist upon or enforce strict performance of any provision of this contract or to exercise any right under this contract shall not be construed as a waiver or relinquishment to

- any extent of our right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
- viii) This contract may only be modified in writing, by the mutual assent of the parties to this contract and signature of a duly authorized officer of each party hereto.
 - ix) Any right or obligation which becomes absolute before termination/expiration of this contract for any reason, or which is by definition of a continuing nature, will survive such termination/expiration.

12) PENALTY:

In case of your failure on any account whatsoever, if we engage laborers for removal of the Materials from plant, you shall be liable to reimburse the complete expenses incurred by us as also the penalty as determined by us. The amount of Penalty to be imposed on you by us shall be decided by our Head-Materials at his sole discretion which shall be binding on you without any protest and demur.

Please note that order acceptance shall be treated as pre-requisite for processing any payment against this contract.

Thanking you,

For INDIAN SYNTHETIC RUBBER PRIVATE LIMITED

_____ - **Materials**
Acknowledged and Accepted on behalf of M/s _____

(Authorized Signatory)

ANNEXURE A

Business Associates Code of Conduct Acknowledgement

I certify that our company has received, read, and understood and will abide by ISRPL's Business Associates Code of Conduct (BACOC).

Company Name

Representative

Job Title

Signature

Date

**Annexure-1
(Rate Schedule)**

S No	ISRPL Code	Short Text	Description	UOM	HSN Code	Approx Annual Qty	Rates per UOM (Rs)	Total Value (Rs)	Taxes (extra)		
									IGST	CGST	SGST
1	SBR8000	SBR 8000	<i>This is scrap material, which is generated during the production process and it contains traces of unreacted raw materials</i>	MT	40040000	120	 	 	5%	2.50%	2.50%
2	SBR9000	SBR 9000	<i>This material is collected before dryer and it has very high moisture content</i>	MT	40040000	300	 	 	5%	2.50%	2.50%

TCS @ 1% will be extra

Payment 100% advance before lifting the Waste Rubber Scrap.