

ON INDIA NON-JUDICIAL STAMP PAPER OF RS.100/-

AGREEMENT FOR JOB CONTRACT

This agreement is hereby entered into _____ day of _____ month of year _____ by and between _____ referred to as _____ (which expression means includes its successors, assigns, legal heirs) having their head office at _____.

AND

M/s.Hindustan Copper Ltd., (hereafter referred to as HCL which expression means includes its successors, assigns, legal heirs), having its office at Tamra Bhavan, 1, Ashutosh Choudhary Avenue, Kolkata-700 019.]

PREAMBLE:

_____ is a _____ and is having their works/office located at _____ has requested HCL to convert Copper Cathodes Composition of which conforms to LME Grade "A" Cathodes procured by them into Continuous Cast Copper Rod at HCL's works at Taloja, Maharashtra accredited with ISO-9001:2000.

Whereas HCL one of the major producers of a Continuous Cast Copper Rods has agreed to the proposal of converting the copper cathodes, composition of which conforms to LME Grade "A" supplied by _____ into Continuous Cast Copper Rods & intended to enter into agreement as mentioned hereunder on job work basis.

Now, this agreement witnessed as follows:

1. MATERIAL:

_____ will deliver copper cathodes confirming to the composition of LME Grade "A" or equivalent at Taloja Copper Project (TCP) of HCL at Taloja, District Raigad, Maharashtra. HCL shall undertake to convert the said copper cathodes into 8 mm CC Rods confirming to ASSTM B 49/98 or IS 12444 for delivery to _____ or their authorized agency of transporter. The origin of cathodes shall be informed by supplier at least 7 days prior to the delivery of cathodes to HCL for HCL's acceptance. TCP has its own arrangement for unloading cathode from truck but incase it is brought in container, the buyer has to make his own arrangement for unloading at TCP at their cost.

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2. QUANTITY :

_____ shall deliver cathodes in lots of 50 MT maximum to HCL for 8 mm CC Rods required. The quantity of CCC rods to be delivered will be equivalent to 99.85% of weight of the cathodes received and acknowledged by HCL, TCP. The receipt of cathodes and the despatch of CC Rods will be made on the basis of HCL's weighbridge at TCP. The weighment of TCP shall be final and binding on both the cathode supplier and HCL and will be the basis of accounting for all purposes. _____ may depute their representative to witness the weighment of cathodes and CCC Rods at TCP.

3. SCOPE OF WORK :

a) Copper cathodes deliveries and weighments :

_____ shall arrange to deliver cathode after their origin is accepted by HCL alongwith the following documents :

i) The certificate of the origin of cathodes confirming to the composition of LME Grade "A" cathodes.

ii) A test certificate for the cathodes.

iii) The challans of _____ meant for job work containing their Excise details and Sales tax Registration No. etc.....

iv) An undertaking under notification No.214/86 should be given to Jurisdictional Asst.Commissioner/Dy.Commissioner, to the effect that the said goods will be used in or in relation to manufacture of the final products and its acknowledged copy should be submitted to HCL/TCP.

_____ or _____
For other purposes permission of Excise/Customs range of _____ as applicable for supplying the material to HCL on job work.

HCL shall not be liable for accepting the cathodes for conversion in in the event of the above documents not accompanying the cathodes for conversion.

WEIGHMENT OF CC RODS :

HCL shall deliver CC Rods packed as per the normal commercial practice in bundles of about 2.5 MT each from the cathodes delivered by supplier on the basis 99.85% of the quantity of cathodes delivered at TCP.

b) DELIVERY OF CC RODS :

Ex-Taloja Copper Projects (TCP) basis.

c) INSURANCE & TRANSPORTATION :

Transportation & Insurance thereof have to be arranged by _____ at their risk & cost for the delivery of the cathodes as TCP and despatch of CC Rods from TCP. Responsibility of HCL ends once the CC Rods are delivered to _____ or their authorized agency/transporter.

4. CONVERSION PROCESS & DELIVERY SCHEDULE:

i) HCL shall commence the delivery of CCC Rod from the 7th day after the delivery of cathode by _____ & receipt of the said cathode by HCL at Taloja Copper Project & receipt of adequate financial arrangement covering conversion charges, taxes, duties and other statutory levies as applicable from time to time through Demand Draft issued by any commercial bank payable at Mumbai/Panvel.

ii) HCL shall provide test certificate for CCC Rod to _____ alongwith quantity delivered.

5. REMUNERATION :

_____ shall make full payment by Demand Draft towards conversion charges @ Rs. _____ payable at Mumbai/Panvel for the quantity of cathode received in lot-wise by HCL plus taxes, duties and other levies as applicable from time to time. The Demand Draft should be drawn in any commercial bank in favour of Hindustan Copper Ltd., Taloja Copper Project, payable at Mumbai/Panvel.

6. TAXES & DUTIES :

_____ shall be liable to pay all taxes and duties applicable including works contract tax etc. under this contract & shall also complete all necessary statutory formalities for unhindered performance of this contract.

7. TITLE AND RISK :

Title to the copper cathodes, work in process and the finished CCC Rods shall remain with supplier at all times. Risk or loss of cathodes or CCC Rods whilst in the custody of HCL shall be to HCL's account and HCL shall keep supplier indemnified of all such losses at all times.

8. FORCE MAJEURE:

Neither HCL nor _____ shall be held responsible or considered to be in default, if the execution of the work is delayed/interrupted due to the cause such as Act of God, Natural calamities, War, Major Civil commotion, Fire, Storms, Floods, Strikes or Lock-outs or any other cause which is beyond the control of either of the parties. In such an event either party shall not compensate other for the loss that might accrue or might have accrued because of the effect of such event on execution of the transport contract.

9. ARBITRATION :

All questions, disputes or differences of any kind whatsoever arising out of or relating to the contract shall be referred by the parties to this contract for decision within a month to a sole Arbitrator who shall be the Chairman-cum-Managing Director, Hindustan Copper Limited or any officer of HCL nominated by the said Chairman-cum-Managing Director in that behalf. In the event of such an Arbitrator to whom the matter is originally referred is transferred or vacates his office by resignation or otherwise or refuse to act or is incapable of acting for any reasons whatsoever, the Chairman-cum-Managing Director, HCL shall appoint another person to act as Arbitrator in his place in accordance with the terms of this contract. Such person shall be entitled to proceed from the stage at which it was left by his predecessor.

There shall be no objection to any such appointment that the Arbitrator appointed is an officer of the company or that he had deal with the matter to which this contract relates or that in the course of his duty as such officer he had expressed views on all or any of the matters in dispute or difference. No person other than the Chairman-cum-Managing Director, HCL or his nominee can act as Arbitrator. The venue of Arbitration shall be Taloja Copper Project, Taloja.

The Award of the Arbitrator shall be final, conclusive and binding on all the parties to this contract.

Subject to the above, the provisions of Arbitration Act and Conciliation Act, 1996 and of all the rules thereunder and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated in this contract.

10. COURT JURISDICTION:

Courts in Raigad District shall have exclusive Jurisdiction in the event of any Judicial Proceedings.

11. HCL reserves the right to withdraw their offer of job work at any time without assigning any reason.

12. HCL shall undertake above job at suitable time without affecting their (HCL's) production needs.

13. CONTRACT VALIDITY :

12 months from the date of signing of the contract.

Signed this _____ day of _____ year _____ at Taloja in the presence of

For and on behalf of
Hindustan Copper Limited

For and on behalf of _____

Witness: 1.

Witness : 2.