

## Section - IV

### Terms of Contract

THIS AGREEMENT is made at Panipat this .....

Between

M/s Indian Synthetic Rubber Pvt Limited,, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 10th Floor, Core-2, North Tower, Scope Minar, Laxmi Nagar District Nagar, Delhi-110092, and **WORKS** at Opp. Naphtha Cracker Polymer Complex, Terminal Gate, PO: Panipat Refinery, Panipat - 132140 hereinafter referred to as "ISRPL" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the One Part

AND

M/s....., hereinafter referred to as "CARRIER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its heirs, executors and administrators) on the Other Part duly:

### WHEREAS

- ISRPL had invited tenders from various CARRIERS for the purpose of transportation of Rubber Bales from ISRPL Ahmedabad Warehouse to various destinations in Western India ("Services").
- Based upon the tender, the CARRIER had approached ISRPL with a quotation and emerged as the Successful bidder.
- In pursuance to the above and further deliberations and negotiations between ISRPL and the CARRIER, the Contract was awarded to the CARRIER subject to the terms and conditions hereunder written and all the terms and conditions of the contract documents ("Contract Documents") which shall comprise but not be limited to the following:

1. This Agreement
2. Tender documents including the Notice inviting tenders and the General Instruction to Tenderers
3. General Conditions Of Contract (GCC)
4. Bill of Quantities (BOQ)/ Schedule of rates
5. Technical specification
6. Annexures

In case of any conflict between the terms and conditions of the documents as listed above, the terms of this Agreement will prevail upon documents listed from Serial No. 2 to 6 above.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

**1. OBLIGATIONS OF CARRIER**

The CARRIER shall keep himself acquainted all such information including but not limited to:

- a) Full particulars of the ownership of the vehicles.
- b) Details of engine number and chassis number of the vehicles.
- c) Details of RTO registration number of the vehicles.
- d) Details of road permits, PUC certificate of the vehicles.
- e) Register with ISRPL the details of such representatives of the CARRIER who shall be authorized to sign Lorry Receipts on behalf of the CARRIER.

**1.1** It is essential that the CARRIER get the details of their authorized representative duly registered in advance with ISRPL and the name or signature of such authorized representatives of the CARRIER shall be indicated on the Lorry Receipt (LR) of the CARRIER for loading of product at ISRPL's Warehouse at Ahmedabad or any other location as designated by ISRPL from time to time. Any change or variation in the name of such authorized representative should be intimated to ISRPL in advance. Any loss of product, issued on the basis of the LR signed by the authorized representative of the CARRIER will be at the entire risk, cost and expenses of the CARRIER only. Further, if any loading of product is undertaken in the vehicle in the absence of such LR, or in respect of any irregularity therein, the same will not absolve the CARRIER from liability in respect of transportation of such products and all the provisions contained in this agreement shall also apply to such products so loaded in such vehicles.

**1.2** The CARRIER must ensure all valid statutory documents along with vehicles as required under law/Motor Vehicle Act and as amended from time to time, but not limited to Vehicle Registration Certificate.

**1.3** The CARRIER must ensure that the crew members are fully trained and possess valid Driving License to drive the particular type of vehicle. In case ISRPL notice any deviation on this account, strict action against carrier including penalty of Rs 2500/- per instance for the first five instances shall be levied. The penalty shall double to Rs 5000/- per instance for any such further observation. In addition to this, carrier may be blacklisted for such violations.

**2. RESPONSIBILITIES OF CARRIER**

**2.1** The CARRIER shall perform the following Services which shall include but shall not be limited to :

- Offering vehicles as per ISRPL norms to carry Rubber Bales and transporting / delivering the same in good condition within the agreed transit time as mentioned in Annexure-A to the address of the dealers / consumers / customers or to other storage points as may be mentioned in the GST invoice. The CARRIER shall be held accountable for any malpractice / adulteration / contamination / shortage / wet / damage of the Rubber Bales including its packaging en route.

**2.2** Vehicles belonging to operators suspended / blacklisted by ISRPL will not be offered by the CARRIER.

**2.3** The CARRIER will be responsible for any act / omission / misconduct and attempts to pilfer products by the vehicle crew of all vehicles offered as per this agreement. Any action taken by ISRPL against such errant vehicles, operators / crew will not be challenged by the CARRIER.

- 2.4 The CARRIER should note that representative of ISRPL or ISRPL's customer/s shall be allowed, if requested by ISRPL, to travel along with the vehicle crew while transporting the Rubber Bales meant for customer/s or any other storage points.
- 2.5 The CARRIER shall ensure that its employees / vehicle crew working for the CARRIER, while on the premises of ISRPL, or while carrying out their obligations under this agreement, observe the general discipline laid down by ISRPL.
- 2.6 The CARRIER will not use the name of ISRPL in any manner either for credit arrangement or otherwise and it is agreed that ISRPL is in no way responsible for the debts, of the CARRIER and/or its employees.
- 2.7 The CARRIER will not do or cause to be done upon the premises of ISRPL or in the execution of their obligations under this agreement anything whatsoever which in the opinion of ISRPL may be or become nuisance or annoyance or dangerous or which may adversely affect the property, reputation or interest of ISRPL.
- 2.8 CARRIER endeavor to ensure speedy clearance of goods at all places. The CARRIER must submit the details and address of all offices to ISRPL in writing.
- 2.9 The CARRIER will arrange to bring into use Lorry Receipt's (L/R's) exclusive for ISRPL consignments only and with printed serial number, or ISRPL will arrange for such L/R(s) through ISRPL's ERP system. The CARRIER has to ensure proper acknowledgement of receipt of the consignment by the consignee in the format of acknowledgement provided on the reverse of the L/R(s), and have this acknowledged L/R(s) deposited with ISRPL within the prescribed time.
- 2.10 The CARRIER will furnish L/R(s) and other documents as per ISRPL requirement (in case of export consignment, such issuance will be governed by the provisions of various customs and GST laws). CARRIER shall give only clean and unconditional L/R(s) and remarks like "said to contain" or at "owner's risk" will neither be valid nor accepted. In the event L/R(s) containing such remarks are issued, the terms and conditions of ISRPL will prevail.
- 2.11 The CARRIER shall ensure that before the vehicle leaves ISRPL's premises with the Consignment, all the documents required by the CARRIER like, Challans, Road Permits / e-way bills, GST Invoice, and any other relevant documents are handed over to the driver of the vehicle duly checked and acknowledged by him. The CARRIER should ensure for the safe delivery of these documents to the consignee and any loss / penalty arising due to the loss of such documents will be recoverable from the CARRIER. The CARRIER shall also be responsible for extending awaybill for intransit trucks. In event of any penalty imposed en-route by GST authorities for wrongly filled LR/Ewaybill or carrying incomplete set of documents with consignment, awaybill expired carrier shall be responsible for same.
- 2.12 The CARRIER shall be liable for all payments to his staff employed for the performance of carrying out of the said Services and in respect of all claims and liabilities of the CARRIER's business and ISRPL shall in no event be liable or responsible for any such payment and the CARRIER shall keep ISRPL indemnified against the same and from all proceedings in respect thereof.
- 2.13 The employees of the CARRIER shall never be deemed to be the employees of ISRPL.
- 2.14 The CARRIER shall be solely responsible for and shall pay any compensation to his employees' payable under the Workmen's Compensation Act or any other statutory enactments and the amendments thereto for the injuries caused to his workmen.
- 2.15 The CARRIER shall make sure that his staff follows safety rules & regulations of ISRPL and adhere to the strictest discipline.
- 2.16 The CARRIER shall adhere to safe working practice and guard against hazardous and unsafe working conditions and shall comply with ISRPL'S safety rules as set forth therein.
- 2.17 In respect of all workers /workmen directly or indirectly employed in undertaking the Services for the performance of CARRIER's part of this Agreement, the CARRIER shall at his own expense arrange for all the safety codes of C.P.W.D., PESO, OISD Indian Standards Institutions, the Factories Act/ rules, The Electricity Act, and such other acts as applicable.
- 2.18 The CARRIER shall observe and abide by all fire and safety regulations of ISRPL. Before commencement of the Services, the CARRIER shall consult with ISRPL'S Safety Engineers or Officer-in-Charge and must make good to the satisfaction of the ISRPL any loss or damage due to fire o any portion of the WORK done or to be done under agreement or to any of the ISRPL's existing property.

**2.19** The CARRIER shall be responsible for, and pay the expenses for providing medical treatment to any of its employee who may suffer any bodily injury as a result of any incident /accident which may occur in the course of operation undertaken by the CARRIER in every case in which by virtue of the relevant statutory provisions as applicable from time to time. In case ISRPL is obliged to pay compensation to the CARRIER's employees, the amount of compensation so paid and without prejudice to the statutory rights of ISRPL it shall be at liberty to recover such amount or any part thereof by deducting it from any sum due from ISRPL to the CARRIER whether under this agreement or otherwise. If for any reason, ISRPL is required to pay compensation under this section, it shall be entitled to be indemnified by the CARRIER. The CARRIER shall be liable to indemnify ISRPL for all claims made by ISRPL without any demur.

## **2.20 SAFETY REGULATIONS**

The CARRIER shall have to follow all the safety rules and regulations followed by ISRPL and also to ensure that their workers are well equipped with safety shoes and helmets and all other safety appliances which also includes Personal Protective Equipments (PPEs) required during the execution of the work.

## **2.21 SAFETY AT WAREHOUSE PREMISES:**

The CARRIER shall make sure that his staff follows safety rules & regulations of ISRPL and adhere to the strictest discipline.

The Safety Regulations to be undertaken by the Carrier at ISRPL's Warehouse premises ("Site") shall include but shall not be limited to the following:

- (i) In respect of all workers /workmen directly or indirectly employed for undertaking the Services for the performance of CARRIER's part of this Agreement, the CARRIER shall at its own expense arrange for all the safety codes of C.P.W.D., Indian Standards Institutions, the Factories Act/ Rules, The Electricity Act, The Mines Act and such other acts as applicable.
- (ii) All workers / crew members deployed by the CARRIER will wear specified Personal Protective Equipments (PPE) such as covered shoes, safety belts installed at loading points at the time of covering / tying tarpaulins, failing which ISRPL reserves the right to impose penalty as per rules.
- (iii) The CARRIER shall observe and abide by all fire and safety regulations of ISRPL. Before commencement of the Services, the CARRIER shall consult with ISRPL's concerned staff for safety requirement and must make good to the satisfaction of the ISRPL any loss or damage due to fire.
- (iv) The CARRIER shall maintain first aid facilities for its employees.
- (v) The CARRIER shall ensure that smoking and use of mobile phones within the site is strictly prohibited. Violators of the No Smoking rules shall be discharged immediately.
- (vi) The CARRIER must ensure the vehicles placed for loading at ISRPL Plant/Warehouse meet the requirements mentioned in the "Vehicle Inspection Check List" as amended from time to time. Copy of the same may be obtained from ISRPL's Logistics Department.

## **2.22 GENERAL:**

The CARRIER shall adhere to safe working practice and guard against hazardous and unsafe working conditions and shall comply with ISRPL'S safety rules as set forth herein. Prior to performance of the Services, the CARRIER will be furnished copies of ISRPL'S "Safety Code" rules for information and guidance. The CARRIER shall also ensure that the vehicles placed by him for loading of SBR are road worthy and conform to all safety rules and requirements pertaining to ISRPL, failing which ISRPL reserves the right to deny the loading of the said vehicle. Damages caused by Carrier's vehicles inside ISRPL warehouse and ISRPL's customers' plants will be recovered from Carrier bills.

## **2.23 PRESERVATION OF PEACE**

The CARRIER shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed for the performance of the Services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood. In the event of ISRPL requiring the maintenance of a Safety Police Force at or in the vicinity

of the site during the tenure of the performance of the Services, the expenses thereof are to be borne by the CARRIER and if paid by the ISRPL shall be recoverable from the CARRIER.

#### **2.24 RESPONSIBILITY IN CASE OF INJURY**

In case of injury of carrier's employees / crews inside the Warehouse premises, carrier will ensure proper treatment of injured person, failing which ISRPL reserves the right to provide medical treatment to injured persons in hospital and realize the same from carrier.

- 2.25** The CARRIER will be fully and exclusively liable for the payment of any and all statutory payments, Taxes, Duties, etc. as applicable, now or hereafter imposed by any Central or State Government authorities which are imposed with respect to the continuation of the contract. Necessary Tax deductions at source (TDS) will be made as per rules and regulations in force in accordance with acts prevailing from time to time.
- 2.26** The CARRIER shall be solely liable to obtain and to abide by all necessary licenses / permissions from the concerned authorities as provided under the Contract Labour (Regulation & Abolition) Act 1970.
- 2.27** The CARRIER shall be responsible for necessary contribution towards PF, family pension, ESIC or any other statutory payment to Government agencies as applicable under the law in respect of the contract and personnel employed by the CARRIER for rendering service to ISRPL and shall deposit the required amounts with the concerned statutory authorities on or before the due dates. Each CARRIER shall obtain a separate P.F number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's administration / inspection charge there-of, wherever applicable in respect of the personnel deployed by him relating to the performance of the Services.
- 2.28** The CARRIER shall regularly submit all relevant records / documents in this regards to ISRPL representative for verification and upon such satisfaction, only then ISRPL will release payment of the amounts due.
- 2.29** The CARRIER shall indemnify the ISRPL against all losses or damages caused to it on account of acts of the personnel deployed by the CARRIER.
- 2.30** The CARRIER shall at his expense, ensure due compliance with all applicable and governing Industrial and Labour Laws, Rules & Regulations & bye-Laws both of the Central & State Government and all other local authorities and shall keep ISRPL safe and indemnified in respect there of.
- 2.31** The CARRIER shall pay fair wages to all persons employed by him and will not indulge in any unfair labour practice.
- 2.32** The CARRIER agrees to abide by the provisions of Motor Vehicles Act, Payment of Wages Act and other labour regulations in force in the area where he is plying the vehicles.
- 2.33** The CARRIER shall not be entitled to assign, subrogate, sublet or part with his right, title and interest under this contract for any reason whatsoever. The CARRIER shall not cause or allow any change in the constitution of its firm without obtaining prior written approval of ISRPL.
- 2.34** The CARRIER shall observe and implement all the laws of the land and the rules framed there under which are beneficial to the staff employed by him and that ISRPL shall, in no event be liable or responsible for any default that will arise out of non observance of or non compliance with such laws or rules on the part of the CARRIER and the CARRIER shall indemnify and keep ISRPL indemnified against the same from all proceedings in respect thereof.
- 2.35** The CARRIER shall, to the best of its ability and at its own expenses, collect up-to-date market information that is required to provide up-to-date, true and accurate services hereunder to ISRPL, as is required by ISRPL from time to time.
- 2.36** The CARRIER shall at all times during performance of Services cooperate with the personnel of ISRPL and shall not interfere or cause inconvenience in any manner with the functioning of ISRPL and/or the relevant nominated affiliate while provision of services hereunder.
- 2.37** The CARRIER shall not subcontract the performance of the Services or part thereof as specified under this Agreement to a third party without obtaining ISRPL's prior written approval. If such approval is granted by ISRPL, then the CARRIER along with the sub-contractor will remain responsible for the

performance of the Services or any part thereof, that has been sub-contracted and for compliance with the terms and conditions of this agreement.

- 2.38** The Carrier shall be responsible to provide the Vehicle Tracking Report through e-mail to the designated officials of ISRPL on daily basis by 11:00 am in the format provided in Annexure-A. ISRPL reserves the right to impose appropriate penalty to the defaulting Carriers if reports are not received from them on daily basis and within timeline.

Carriers will provide vehicles fitted with GPS tracking systems. If not present It will be the responsibility of Carriers and its truck crew that live tracking of the vehicles is available all the time during its travel till it reaches and unloads at the customer destination. The Carrier has to share details including login-id and password of their own tracking system (if any). However, if the carrier fails to provide a suitable on-line dynamic tracking system, ISRPL may use its own sim based tracking system for tracking trucks for which the carrier is required to support ISRPL by sharing driver mobile and other details

### **3. LIABILITIES OF CARRIER**

- 3.1** The CARRIER shall accept the goods at his own risk and shall accept full responsibility for the losses arising out of damage / contaminations of the goods and shall also accept the full responsibility for non-delivery or short delivery of the goods due to theft, pilferage, accident, fire or any acts of God.
- 3.2** ISRPL will also be entitled to be reimbursed by the CARRIER for the amount of loss suffered by ISRPL as per ISRPL's computation under these provisions and the decision and determination by ISRPL or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the CARRIER and shall not be questioned in any Court of Law, or arbitration or otherwise and the CARRIER do hereby irrevocably authorize ISRPL to set off and adjust such loss or damage against the pending payments to the CARRIER and in the event of shortfall therein, the CARRIER shall immediately upon a certificate issued by ISRPL pay the same to ISRPL without demur or objection.
- 3.3** The CARRIER shall be liable for any loss or damage to ISRPL employees, the CARRIER's employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said vehicles at the time of loading, unloading, and/or during transit and the CARRIER shall indemnify and keep ISRPL indemnified against any such loss or damage and shall pay to ISRPL such amount as ISRPL may be called upon by law to pay. The CARRIER shall remain at all times, liable and responsible to ISRPL for any loss or damage caused to any building, Warehouse and machinery or the property of ISRPL / ISRPL's customers / ISRPL's associates by any carelessness, negligence, inexperience or willful fault of the CARRIER or his agent or by his employee of which ISRPL alone shall be the sole judge. ISRPL shall be at liberty to recover any cost of repair or loss or damage from the CARRIER.
- 3.4** The CARRIER will make good to ISRPL any loss arising from:
- 3.4.1.** The confiscation of any quantity of the products delivered to the CARRIER or transportation by government or local authorities due to any fault or negligence on part of the CARRIER.
- 3.4.2.** Loading, unloading, transshipment, storage of goods and delay in transit for reasons other than the natural calamities such as earthquake, cyclone, floods and lightning, riots or civil commotion.
- 3.5** The CARRIER agrees to employ competent and efficient employees and operators / crew to ensure that deliveries are correctly executed. Any consequential loss caused on account of contamination of the product during the course of transit or by CARRIER's employees and representatives inside ISRPL installations or for any other reason whatsoever shall be made good by the CARRIER.
- 3.6** The CARRIER is responsible for delivering the correct quality and quantity of the product as per invoice at the destination specified. The CARRIER's drivers should satisfy themselves regarding the weights and quality at the time of loading of the goods onto the vehicle at ISRPL's premises. In the event of any loss of product recorded at the destinations as reflected by shortfall in weights, ISRPL will recover the amount of any such shortage from the CARRIER. Such shortage amount would be debited to the CARRIER. In the event of the CARRIER providing proper documentation of such loss, ISRPL shall take steps for claiming such loss from the insurance company and any amount so recovered from the insurance company shall be reimbursed to the CARRIER. It is however agreed that ISRPL shall not be

- responsible for any shortfall that the CARRIER may have to bear after such realization from the insurance company.
- 3.7 The CARRIER agrees to ensure safe delivery of the consignment in all instances within the agreed transit time and will not permit his vehicles to be off the road for any unreasonable period and will not hold up deliveries for any cause. The CARRIER shall also be responsible for safe conduct of supplies in transit.
  - 3.8 The CARRIER shall not have the exclusive right to operate vehicles for ISRPL and ISRPL will be at liberty to appoint one or more additional CARRIER(s) either to run concurrently with the CARRIER or separately on such terms, as ISRPL may deem fit.
  - 3.9 In case the vehicles are rendered unserviceable for want of repairs and or servicing, the CARRIER will make arrangements to effect supplies in alternate serviceable, vehicles to be provided by the CARRIER. The CARRIER will be paid for the actual quantity carried by such alternative vehicles.
  - 3.10 In the event of the CARRIER's failure to perform the various other obligations contained in this agreement herein, the CARRIER shall be liable to reimburse ISRPL for all expenses, in case ISRPL is required to make such expenses for making other arrangements for effecting supplies, without prejudice to all other rights of ISRPL.
  - 3.11 The ISRPL is not entitled to pay any such charges at Customer End such as Unloading Charges, Labour Charges, Daala, Hamali, Varahi or any other charges etc unless agreed specifically.
  - 3.12 Carrier acknowledges the ISRPL right to introduce new developments in existing contract like implementation of Epod (Electronic proof of delivery), online transporter indent, performance and advance tracking system etc. Further carrier agrees to support ISRPL in the implementation and integration of these new developments into their existing operations ensuring seamless compatibility with carrier services.

**4. PRODUCTS & PACKING**

The nature of packaging and product to be transported are given as below:

**4.1.1 In Metal Boxes**

Product	Form	Nature of Packaging	Net.Wt. kgs
Styrene Butadiene Rubber (SBR)	Unitised Bales in metal box	Metal Box	36 bales * 35kg/bale + Box wt. = ~1390Kg per metal box

**Dimension of Metal Box:**

Length : 1.465 Meter , 4.80 Feet  
 Width : 1.150 Meter , 3.77 Feet  
 Height : 1.098 Meter , 3.60 Feet

**4.1.2 In Paper Bags**

Product	Form	Nature of Packaging	Net.Wt. kgs
Styrene Butadiene Rubber (SBR)	Unitized Bales in Paper Bags	Paper Bags	35kg/bale

**5. CAPACITIES AND SUITABILITY OF VEHICLES**

**Material to dispatch in metal boxes or paper bags (as mentioned in Point 4 above)**

**Paper bag can be dispatched in any vehicle as per order by our customer, loadability will be 100%.**

- 5.1 It shall be the responsibility of the CARRIER to ensure that the weight and volume of goods loaded for consignment in the vehicle is within the permissible limits prescribed in the Government regulations and

RTO Registration Book. The CARRIER shall solely be responsible and bear the loss and damage if any suffered by ISRPL on account of violation and/or breach of the weight and volume limits prescribed in all Government regulations and in the RTO Registration Book. ISRPL shall not be liable to pay any detention or hire charges in respect of those vehicles that do not conform to the specifications described in the RTO Registration Book.

- 5.2 The CARRIER will ensure the vehicles provided should be fit to carry products over long distance without transshipments and without damaging consignment during transit. Otherwise the company will have full power to refuse to put such trucks to use which do not fulfill these conditions. ISRPL also reserves the right not to make payments for detention/ hire charges.
- 5.3 The Containerized trucks should be waterproof. Any Containerized or open body truck placed for loading should have platform which is sturdy enough so that Forklift trucks can safely enter inside for loading. If consignments are carried in open body trucks then those are required to be adequately covered with Tarpaulin cover on the top and surroundings to the satisfaction of ISRPL. A total of 04 tarpaulins to be put to the top of truck to cover and two among four has to be wax coated tarpaulin. At the bottom of consignment, on platform of the truck/ container, a thick plastic sheet is required to be provided during paper bag loading to avoid any damage to the packing of the consignment.
- 5.4 The CARRIER will ensure that the vehicle provided is equipped with all the valid and subsisting permits and licenses and conform to pollution norms from respective transport and statutory authorities required for authorized road movement.
- 5.5 With vehicle registration (truck no.) painted on both sides of the truck body at the rear in addition to the front and rear name plates to facilitate ease of identification at loading point and in parking.
- 5.6 The CARRIER will ensure that the vehicles provided are owned or otherwise belong to the CARRIER or hired from its contractor. For any of the vehicles hired / which do not belong to the CARRIER, it shall not absolve the CARRIER from any of its obligations under this agreement or mitigate the liabilities arising out of breach of the conditions implied or expressed therein.
- 5.7 The CARRIER will ensure that the road and other tax certificates, insurance documents, PUC (Pollution under control) certificates and other necessary statutory documents for the vehicle and driving license of the driver are kept valid during the period of transportation of the goods till delivery to the destination.
- 5.8 Since the loading of material in the trucks shall be carried out with Forklift Trucks (FLT), the CARRIER needs to ascertain the following:
  - a. The floor of the truck should ideally be of metal base and able to withstand the combined point load of FLT & product, which will be around 8 MT. Even in case where metal base is not available, the flooring must be able to withstand the aforementioned load. Any damage of truck or FLT due to trucks being placed otherwise shall be borne by CARRIER.
  - b. It has been repeatedly observed that at times trucks placed by transporters have to be rejected on account of it being not fit to carry the product for long distance which could be on account of damaged floor/incomplete documentation. To deter the transporter who are repeatedly placing such unfit truck, ISRPL reserves the right to reject such trucks found unfit or not fulfilling the tender conditions. The repeated rejection of unfit trucks may attract penalty @ Rs.500/- per such instance. However, if the transporter provides the replacement truck on same day then penalty will not be deducted.
  - c. All trucks shall be manned inside by driver carrying valid documents and must be accompanied by a single helper/ cleaner only. No truck without helper/ cleaner shall be allowed inside ISRPL premises.
  - d. The CARRIER has to ensure that all the documents e.g. Driving License, Insurance, Registration Certificate, Fitness Certificate, Pollution Under Control, Road Tax, Permits etc. remains valid till unloading at the customers place. ISRPL shall not be responsible for any delays in unloading due to non-submission of valid vehicle documents at the Customer's place and no detention charges shall be payable to the CARRIER.

## 6. ACCIDENT OF VEHICLE

- 6.1 In case of any accident to the vehicle, the CARRIER will initiate action as per statutory requirements. Further, the CARRIER will intimate ISRPL and act in accordance with the



instructions of ISRPL and will be governed by the internal procedures / documentation of ISRPL which the CARRIER has familiarized himself prior to the commencement of this Agreement.

- 6.2. The CARRIER will be responsible for providing alternate vehicle to salvage the product from the vehicle under accident at its own cost.
- 6.3. Recovery for any product loss from the CARRIER will be made at rates decided by ISRPL.
- 6.4. The CARRIER will be responsible in case of accidents to the vehicles while in transit or any other stage including immediate intimation & lodging of FIR to the nearest local police, as well as all concerned offices of ISRPL about the accident at their own expense and cost.

## 7. MALPRACTICE

If the crew of any vehicle provided by the CARRIER is involved in any malpractice, ISRPL will be entitled to suspend the operation of the vehicle and its crew forthwith and to conduct an investigation into such malpractice/s. If upon such investigation ISRPL, in its sole discretion, concludes that the crew of any vehicle is involved in malpractice it will black list such vehicle and the crew. If however, the investigation reveals the involvement of the CARRIER / his employees / associates in such malpractice, ISRPL shall have the right to terminate the contract forthwith without any cost or consequence to ISRPL and/or recover the losses so incurred both direct & consequential arising out of such malpractice by the CARRIER.

## 8. CONTAMINATION

- 8.1.1. The CARRIER shall ensure that any act or omission on his part or his crew does not contaminate the products entrusted to him by ISRPL in terms of this Agreement. If the products get contaminated due to any reason whatsoever and such contamination is confirmed as per the findings of the Laboratory Test report of ISRPL or any other agency as may be determined by ISRPL, the contaminated product will be disposed off at ISRPL's discretion. The difference between the cost of the product entrusted to the CARRIER and value recovered from such disposal along with other incidental expenses will be recovered by ISRPL from the CARRIER.
- 8.1.2. In case of any rejection of material by the customer on account of suspected contamination, Water Seepage etc. ISRPL would recover the entire cost of such contaminated material, so rejected, from the CARRIER. For such an event, apart from realizing the loss from the CARRIER, ISRPL shall have the option of suspending and blacklisting the vehicle crew / vehicle / CARRIER.
- 8.1.3. No transportation charges will be paid by ISRPL for the futile trip during which the product got contaminated / damaged / affected or rejected due to any incident in transit or otherwise and also for the subsequent trip for transportation of the damaged/affected/ adulterated/ contaminated product to a location nominated by ISRPL.
- 8.1.4. The provisions herein above will apply mutatis mutandis to cases of contamination of the product for the purposes of suspension of vehicles or termination of this Agreement.
- 8.1.5. The CARRIER agrees that in event of there being any failure or neglect on the part of the CARRIER to provide the vehicles or laying off or lack of utilization of the vehicle due to breakdown or any other reason, which may affect the use thereof by ISRPL, ISRPL shall be entitled to claim such damages, loss and expenses and other amounts as ISRPL may have suffered or may suffer on account or by reason of the CARRIER's delay, neglect or default irrespective of whether or not the Agreement is valid.

## 9. AGREEMENT PERIOD

The Agreement will be valid for one year (**wef July 01,2024 to June 30,2025**). Agreement can be further extended with mutual consent of both parties for further period as and when required at the sole discretion of ISRPL on the same terms and conditions of this Agreement.

## 10. CONTRACT RATES

- 10.1 Carrier will be paid for minimum 16 MT per truck . The dead weight will be in account of carrier only. ISRPL will be paying for gross weighed material loaded in the vehicle. Hence carrier to provide vehicle strictly as per our requirement.
- 10.1.1 ISRPL shall pay to the CARRIER freight rates calculated as per the particulars given in Annexure A to Agreement, which shall be considered as an integral part of Agreement. Annexure–A would remain firm till validity of contract
- 10.1.2 The freight rates in Annexure A are exclusive of loading and inclusive of unloading charges if any payable at the customer's place. Unloading is to be done by the customer and ISRPL shall not reimburse or entertain/liable for any claim whatsoever related to Unloading charges, Mamul, Hamali, Varahi and Dala Charges paid at Customer's end and except few customer locations.

Customer	Maximum Re-imburement (Rs./ Truck)
MRF Dahej	1500/-

The above mentioned unloading charges shall be re-imbursed to the transporters / Carriers on submission of proof of payment in the form of endorsement on the Lorry Receipt, Unloading receipt / Pavati from the customer / customer's labour union etc. In absence of the mentioned supporting document, unloading charges shall not be re-imbursed. However, in case above mentioned unloading charges are revised by the customer during the contract then the same shall be incorporated in the contract for re-imburement from the date of hike.

- 10.2 The rates prescribed in the Annexure A are inclusive of :
- 10.2.1 Rates are in Indian Rupees on per MT basis for the destination(s)/district(s) ex ISRPL, Ahmedabad on one way basis inclusive of comprehensive insurance of each vehicle, all interstate movement levies/toll/access charges on highways/ bridges/flyovers/expressways/state entry taxes/charges, but shall not include GST. These rates in Annexure A are also exclusive of GST
- 10.2.2 All incidental / miscellaneous expenses which are required to be incurred in order to discharge the contractual obligation as mentioned herein shall be exclusively borne by the CARRIER. Any charges towards statutory levies, rates for labour employed by the CARRIER as prescribed by any statutory body or Government Agency wherever in force.
- 10.2.4 Bidder agrees to pay all taxes which are based on or determined by reference to its income or that of its personnel and services and will hold harmless and indemnify the Company from all claims, taxes, penalties, fines, interest and other costs which may be made or assessed against the Bidder with respect to the Services performed under this Contract or with respect to personnel of the bidder and its sub-contractors. The indemnities under this clause shall survive the term of this Contract by a term equal to the length of time allowed by statute. For the purpose of this clause, the benefit of any indemnity given in favour of the Company shall include its personnel, sub - contractors, joint venture partners, associates, affiliates and agents.
- 10.2.5 The Company may deduct or withhold sums from payments to be made by the Company to the bidder to the extent that such deduction or withholding may be required by applicable law, orders, rules or directions of any competent taxing authority. The rates and prices set forth in this Contract shall be inclusive of any taxes required to be deducted or withheld.
- 10.2.6 W.e.f 1<sup>st</sup> July'17 Goods & Service Tax (GST) has been adopted by Government of India. Vendor shall agree to abide by the terms of the same during execution of the Contract.

**10.2.7 ESCALATION/DE/ESCALATION:** Increase or decrease in transportation rates = 0.4% for every 1% increase or decrease in base HSD price as per formula given below:

$$\% \text{ increase/change in contract rates} = (0.4 \times (F1 - FB)) / FB \times 100.$$

where;

F1 = weighted average of RSPs of HSD during immediate previous month

FB = Base HSD price as given in the tender document.

**NOTE:**

1. The retail-selling price of HSD (of Supply location) as given in the tender documents will be the base price (FB). The transportation rates shall be finalized based on this base price of HSD.

**Rs. 92.15 per litre (Average of month of April-2024)**

2. The escalation/ de-escalation of transportation rates will be allowed every month i.e. on 1st May, 1st June, , 1st July, 1st August, 1st September, 1st October, 1st November, 1st December, 1st January, 1st February , 1st March & 1st April.

3. Escalation/ de-escalation shall be applicable as per increase/ decrease in RSP (Retail Selling Price at IOCL outlets) of HSD (of Supply location- Mumbai and will be considered as published on IOCL website, <https://www.iocl.com/Products/HighspeedDiesel.aspx> for location Mumbai), which will be the average of RSPs of HSD during immediate month, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent month.

10.3 **If new destinations which are not specifically listed in the Annexure-A** added during the contract period, then freight for those destination shall be calculated as per following formula;  
If the distance between new destination and destination available in the existing freight list is more than 50 KM, the rate of the nearest destination in terms of / MT/ KM as per the existing freight list shall be applied as the base for calculating freight. The total calculated distance (in KM) from Ahmedabad to new destination will be multiplied by the chosen rate / MT/KM to get the new freight for the destination.

10.4 The rate are keeping in view that a single truck might be loaded with consignments requiring delivery at two points within the range of 50KM from the first point of delivery. The indicative volume of two point delivery may be to the extent of up to 05% of the total allocation to carriers.

**11. SUBMISSION OF BILLS AND PAYMENT**

11.1. The CARRIER must submit the bills at Panipat, as per schedule determined by ISRPL, supported by copies of duly acknowledged original billing copy of L/R's and other dispatch documents stating the details of the condition of the delivered goods along with details of damages, shortages if any, and date of delivery, evidencing that the delivery of the consignment was in accordance with the terms and conditions of the Agreement. These bills along with all the necessary supporting documents must be submitted by CARRIER to ISRPL within 30 days from the date despatch from ISRPL Warehouse premise. If the bill submission is delayed then ISRPL is liable for payment of interest on the GST Liability under Reverse Charge Mechanism, hence, ISRPL will debit the CARRIER to the tune of actual Interest paid.

11.2. The payments will be released only after verification of all the concerned documents, which are to be made available to ISRPL, to its full satisfaction.

11.3. Payment of CARRIER bills will be made by ISRPL at Panipat , by Online Fund Transfer (RTGS / NEFT) / Account Payee cheques, within 30 days from the date of receipt of complete and clear bills along-with necessary, prescribed supporting documents.

**12. MODE OF TRANSPORT**

The CARRIER shall transport the goods by road only. If it is found that the CARRIER has transported the goods by any mode other than by road as agreed therein, ISRPL shall be entitled to forthwith forfeit the Security Deposit and shall have the right to terminate the Agreement. Incase and as per requirement, ISRPL may give prior written authorisation to the CARRIER to use any other mode of transportation as it may deem fit at its own discretion. The rates for such transportation will be determined by ISRPL

**13. TRANSIT TIME**

The maximum acceptable delivery period (transit time) is given in the Annexure 1. The delivery period (transit time) will be calculated from the next day of the date mentioned in the invoice to one day before the date of

delivery as acknowledged by the consignee. The transporter is requested to strictly adhere to the timeline as mentioned in the contract so that delivery schedules at our customer end is not affected. Truck should report latest by 1500 hrs. on the day of reporting (as per transit time) otherwise reporting date shall be considered as next day. Upon reaching at the customer's place or at the time of accepting delivery acknowledgement after unloading, truck crew has to get the reporting date & time certified by the customer. However, for verification of detention, ISRPL may also independently verify the truck reporting time through GPS / Freight Tiger Tracking, transporter's daily manual tracking reports, transporter's email or e-mail with customers etc.

#### **14. TRANSHIPMENT**

The total quantity of the Product as mentioned in the invoice must be delivered at one time and not in installments. Transshipment and / or part delivery of consignment during transit en route is strictly prohibited unless prior written permission from ISRPL is obtained. In case of breach of this condition, it will be the liability of the CARRIER to pay to ISRPL for any loss/damage suffered in addition to a penalty of Rs. 10,000/- for every consignment transhipped and/or partly delivered.

#### **15. CLUBBING & MIXING**

a. ISRPL if required may propose to seal loaded open and closed body trucks with plastic/bottle seals on case to case basis. The seals shall be put by ISRPL Ahmedabad Warehouse before releasing the loaded vehicle from warehouse and the seal numbers shall be mentioned on the Invoice/LR. The carrier has to ensure that seals remains intact during the entire transportation and upto delivery at Customer's place. Carrier shall make reasonable efforts to maintain the integrity & security of the ISRPL goods during the transportation process. If seal found missing or broken at customer's end, without any prior information to ISRPL (other than for maintenance, inspection or any other legitimate reason) for its cause, then ISRPL reserves the right to penalize Rs.10,000/- per case to the defaulting carriers. For repeat instance of same, the Carrier shall be penalized @Rs.15,000/- per case. However, if the same truck and crews found repeating the same offence third time then the truck along with its crew shall be blacklisted for 6 months by ISRPL.

b. Clubbing/ mixing of different consignments with ISRPL products or otherwise shall not be allowed. The company shall impose a lump sum penalty of Rs 5000/- per consignment over and above recovery of the value of the losses / damages to the entrusted products in whatsoever manner due to breach of conditions as mentioned above. The CARRIER has to bear all the expenses for delivering material in its original condition/stacking to the customer.

The CARRIER shall not load any material other than ISRPL's product issued from its Warehouse/ warehouse, as indicated in GC Note and Invoice.

#### **16. DETENTION**

Detention charges may be considered for payment only if the empty vehicle as per the issued plan reports before 2 PM and ISRPL fails to assign the truck for loading on that day. Detention will be calculated @ Rs 1500/- per truck per day. Detention during loading will be considered if the loading of a vehicle is not completed within 24 hours of entering inside the Warehouse. For every completed 24hours of stay or part there-off inside the Warehouse, the detention charge of 1500/- per truck per day shall be paid to the carrier. However no detention will be considered if it is caused by mechanical failure of the truck or any other lapse by the Carrier.

Carriers are advised to note that minimum 48 hrs. (Free Period) is required for unloading from the time of reporting of vehicle (excluding Sundays & Holidays) at Customers' end. Truck should report latest by 1500 hrs. on the day of reporting (as per transit time) otherwise reporting date shall be considered as next day. Upon reaching at the customer's place or at the time of accepting delivery acknowledgement after unloading, truck crew has to get the reporting date & time certified by the customer. However, for verification of detention, ISRPL may also independently verify the truck reporting time through GPS /

Freight Tiger Tracking, transporter's daily manual tracking reports, transporter's email or e-mail with customers etc.

#### **17. SHORTAGES**

No shortages during transit will be allowed. Value of any shortages will be recovered by deduction from the CARRIER's bills or adjusted from the security deposit kept by the CARRIER under this Agreement, at the sole discretion of ISRPL.

#### **18. TRANSIT INSURANCE**

**18.1** ISRPL shall take a transit insurance cover as may be required giving full cover against all risks during the transportation Agreement, except for damage caused due to Willful misconduct, Ordinary leakage, loss, Default of Truck owners, Loss damage or expense arising from the use of any weapon of war. In the event of loss/damage/pilferage of goods due to these, Service Provider shall be liable to make good the losses/damages. However, if the Insurance agency rejects the claim due to any reason whatsoever; the claim amount will be debited to Carrier.

**18.2.** The CARRIER shall take a comprehensive insurance policy from an established Insurance Company for each vehicle and the crew and keep such policy in force at all times to cover all risks of whatever nature inclusive of accident/death of crew or any damage caused by the vehicles to ISRPL's/ISRPL's customers / ISRPL's associates property. The CARRIER will produce for the perusal of ISRPL the original Insurance Policy and proof of payment of all Insurance Premium and charges in respect thereof as and when demanded by ISRPL.

**18.3.** In case of any loss due to / damage / contamination / tampering / pilferage / water seepage of the bags during loading / unloading/ transportation upto 0.5% of Invoice Value per consignment will be recovered from the CARRIERS bills based on claim by the Consignee. In cases, where the losses on account of such damages is in excess of above limit, the deduction would be as per assessment of the Insurance Surveyor and the CARRIERS will be reimbursed of the deduction to the extent of compensation recovered from the insurance companies The CARRIER will be responsible for providing all necessary documents and taking all necessary actions as may be required under the policy for lodging of claims.

#### **19. SECURITY DEPOSIT**

The CARRIER shall have to furnish the "Bank Guarantee" in the format prescribed and annexed with this agreement as Annexure: B within 15 days from the date of issue of Letter of Acceptance by ISRPL. The Security Deposited so deposited shall be interest free and shall be 10% of the contract value.

In event of termination of Agreement, on account of the Contract Rate of CARRIER not being accepted/agreed between ISRPL and the CARRIER, as referred to clause no. 9 of this Agreement, Security Deposit shall be returned by ISRPL, subject to such adjustment and/or deductions on account of any obligations arising out of terms and conditions of this Agreement.

#### **20. VOLUME OF BUSINESS:**

It is understood that there is no commitment by ISRPL to any particular volume of business in any of the destinations/sectors/zones allotted to the CARRIER and the same is likely to vary from time to time. ISRPL's decision in respect of allotment of volume to the CARRIER at any point of time is final. The volume of work allotted, cannot be used by the CARRIER to claim any relaxation in the conditions of this Agreement.

ISRPL Management reserves the right to change Zone and use services of any the CARRIER in any Zone during the contract period in case of emergency. ISRPL reserves the right to revise the allotted volume depending on the last month performance.

#### **21. PLACEMENT AND PERFORMANCE**

- 21.1. If at any time during the currency of this Agreement, the CARRIER fails to provide for transportation within the specified time as directed by ISRPL or fails to transport the goods within the period as stipulated or fails to perform any other obligation specified in this Agreement, ISRPL in its discretion and without prejudice to its other rights and remedies may obtain services from other CARRIERS to perform the obligations of the defaulting CARRIER. ISRPL will also have the right to recover the losses which it suffers due to non-placement of vehicles in time, by the defaulting CARRIER.
- 21.2. The CARRIER shall provide vehicles and ensure necessary arrangements to collect the goods from ISRPL's Warehouse, as directed by ISRPL, latest by 6 PM. of the day following that on which such direction/advice through telephone/fax/written intimation/electronic mail is given by ISRPL to the CARRIER or his representatives. It will be the CARRIER's responsibility to ascertain such requirement from authorized representative of ISRPL on daily basis by 06:00 PM for the following day's requirement. Non-availability of CARRIER or CARRIER's representative to receive such direction or intimation of requirement from ISRPL's will make the CARRIER responsible for all consequences to ISRPL thereof.
- 21.3. Failures on part of the CARRIER to comply with the said intimation will entitle ISRPL to make alternate arrangements for transportation of goods. In such a case, the excess cost of transportation which ISRPL will have to bear, shall be recovered from the defaulting CARRIER by adjusting the said amount of cost from the amount of outstanding bills and/or Security Deposit.
- 21.4. Any excess placement in the past will not be adjusted against the present failure for the purpose of determining penalty.
- 21.5. The performance of the CARRIER will be adjudged on a day-to-day basis after taking into account the exigencies of the despatch requirement, and the decision of ISRPL in this regard will be final. Volumes may differ based on the monthly/quarterly performance of the Carrier in a particular Zone, the allotted volumes for the next month/quarter may be revised by ISRPL. On the sole discretion of ISRPL, additional volume may be given to top performer in the Zone by deducting similar volume from the non-performer (<80% of ISRPL performance score). Performance summary shall be shared with the transporter every Quarterly basis. Transporter's performance shall be judged on following parameters (not limited) :
  - Delivery index - Delivery of material within transit time (Weightage-40%)
  - Service Index - Placement against indent (Weightage-30%)
  - Quality Index - Vehicles supplied for loading & customer complaints on transportation (Weightage-20%)
  - Safety Index - Safe delivery to customers without any accident, en-route (Weightage-10%)

## 22. CONFIDENTIALITY

The CARRIER acknowledges that during the term of the Agreement, the CARRIER may be supplied with certain business/proprietary, confidential and/or technical information which ISRPL is willing to disclose at its sole discretion to the CARRIER and regards it as being its confidential and proprietary information, whether or not expressly so stated by ISRPL (collectively "Confidential Information" as defined hereafter).

"Confidential Information" shall mean all information hereafter transmitted, regardless of how transmitted, directly or indirectly from ISRPL and received by the CARRIER or any of its representatives, agents, employees, consultants or advisers including but not limited to the business, financial condition, operations, assets, liabilities, technology, know-how, products, trade secrets, inventions, services, and other technical or business information related thereto and belonging to ISRPL or any of its partners/business associates, as well as any disclosed information whose nature makes it obvious that it is confidential, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is expressly identified as confidential or not. The CARRIER agrees to hold the Confidential Information, which includes also the fact that information has been provided or discussions are taking place, as well as the content of such discussions, in absolute trust and confidence.

The CARRIER undertakes that before disclosing Confidential Information to any of its authorized representatives, consultants, employees, agents or advisers to obtain a written undertaking to treat the Confidential Information as confidential and the terms of the said undertaking be not less stringent than those under the present Agreement; and also furnish to ISRPL, copies of such duly executed undertakings.

The CARRIER agrees and undertakes that the CARRIER may be required to execute a Confidentiality Agreement ("NDA") as and when ISRPL deems fit to enter upon such agreement.

### **23. FORCE MAJEURE**

If the performance of the Contract by the CARRIER is delayed or impeded by any circumstances of Force Majeure as defined hereunder, then the CARRIER shall within seven days, give notice in writing to ISRPL together with evidence relied upon and ISRPL shall grant to the CARRIER such a postponement of the date of completion as may be in all circumstances be considered reasonable.

For the purpose of the Contract, Force Majeure shall mean and be limited to the following:

- a) Any war, invasion, act of foreign enemies, rebellion or hostilities.
- b) Any riot of civil commotion
- c) Any Acts of God such as severe earthquake, typhoon or cyclone flood, tempest, epidemic or other natural physical disaster but excluding monsoon
- d) Any accident, fire or explosion

The Party affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

Upon occurrence of Force Majeure, both parties shall promptly meet to discuss in good faith the effect and the likely duration of the effect of the Force Majeure and the steps to be taken to overcome the effects and the remedial actions to be taken by the other party to mitigate the effects of the Force Majeure.

If the CARRIER is prevented from fulfilling its contractual obligations for a continuous period of three (3) months from the date of the notice to ISRPL due to the occurrence of Force Majeure, then the CARRIER and ISRPL shall make all reasonable endeavors in good faith to consult each other with a view to arrive at an agreement on the action to be taken under the circumstances, failing which, ISRPL shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.

### **24. TERMINATION**

Notwithstanding any other provisions in the Agreement, the CARRIER shall be considered in default of its Contractual obligation under the Agreement if it- (1) Fails to conform to the requirements of the Contract, (2) Fails to fulfill any of the terms and conditions of the Agreement/ Contract Documents (3) Fails to deposit the Security Deposit within the specified time frame (4) Is negligent in performing the Services and is found to be unsatisfactory by ISRPL (5) In case the CARRIER is incapable of performing the Services under the Agreement for any reason, whatsoever (6) In case the CARRIER Sub-contracts the whole or part of the obligations under the contract in contravention of the provisions of this Agreement (7) Dissolution of the CARRIER (if a firm) or commencement of liquidation or winding up of the CARRIER (if a company) or appointment of the receiver of the CARRIER's assets and/or insolvency of the CARRIER.

Upon the occurrence of any of the foregoing, ISRPL shall notify the CARRIER by written notice of 30 days of the nature of the failure and require the CARRIER to remedy the same forthwith. If the CARRIER does not rectify such failure within 7 (seven) calendar days from receipt of notice or such period as may

be mutually agreed, ISRPL may by written notice to the CARRIER terminate whole or part of the contract.

Upon termination for default, the Carrier shall (a) immediately discontinue the performance of the Services on the date and to the extent specified in the notice (b) cooperate with ISRPL on the transfer of information and disposition of work in progress so as to mitigate damages (c) comply with other reasonable requests from ISRPL regarding the terminated work.

**25. INDEMNITY**

CARRIER hereby agrees to indemnify ISRPL, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against ISRPL by or on behalf of any person, body, authority whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which ISRPL may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the CARRIER of any of the terms and conditions of this Agreement.

Without prejudice to ISRPL's other rights ISRPL will be entitled to deduct from any dues payable to the CARRIER, the amount payable by ISRPL as a consequence of any claims, demands, costs, charges and expenses as a result of the performance or non-performance or observance or non-observance by the CARRIER of any of the terms and conditions of this Agreement.

ISRPL shall not be responsible for death, injury or accident to the CARRIER's employees, which may arise out of or in the course of their duties. ISRPL shall not be liable for any theft, loss, damage or destruction of any property of the CARRIER or his employees lying in ISRPL's premises for any cause whatsoever.

Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall Parties be held liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this Agreement.

**26. ASSIGNMENT**

The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the CARRIER without the prior written consent of ISRPL. ISRPL reserves the right under this Agreement or any Agreement entered into pursuant to this Agreement to assign the terms of this agreement to any person declared to be a subsidiary or affiliate of ISRPL.

**27. NOTICES**

All notices under this Agreement shall be in writing and shall be served, either by hand delivery or by sending the same by registered post addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

**28. MUTUAL ASSURANCE**

Each of the parties hereby covenants to use its best efforts to take or cause to be taken, all action and do or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective as soon as reasonable practicable the transactions herein contemplated. Each party shall co-operate with others, as reasonably requested, to assist such parties in complying with the request of clients and requirements of governmental and regulating authorities. Either party shall provide all relevant information to the other party, which may be sought by one party to the other in regard to matters concerning this Agreement.

User and carrier shall work together in good faith to implement any new development in a timely and efficient manner. Both parties shall provide the necessary resources, information and cooperation to ensure a smooth integration of new developments into the existing contractual agreements.



**29. SEVERABILITY**

In the event of any one or more of the provisions of this Agreement is held to be unenforceable under any applicable laws, such enforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the unenforceable provision were not contained therein and the party shall negotiate in good faith to replace the unenforceable provision by such other provisions which has the effect nearest to that of the provisions being replaced.

**30. WAIVER**

No delay or omission on the part of either party in exercising any right, power or remedy under this Agreement will impair such right, power or remedy or operate as waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement will not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**31. SURVIVAL**

All obligations hereunder incurred prior to and which by their nature would continue beyond cancellation, termination or expiration of this Agreement shall survive such cancellation, termination or expiration.

**32. AMENDMENT**

No change, amendment or modification of this Agreement shall be valid or binding upon the party hereto unless such changes, amendment or modification shall be in writing and duly executed by both the parties hereto.

**33. Relationship between the Parties**

The relationship between the Parties to this Agreement shall be on a principal to principal basis and nothing in this Agreement shall be deemed or construed to have created a relationship of a joint venture, technical collaboration, trade mark agreement, partnership and or that of an agency between the Parties. The CARRIER shall under no circumstances represent itself as the agents of ISRPL or act on behalf of ISRPL in its representations with any third party, except to the extent permitted by and strictly in accordance with the terms and conditions of this Agreement. None of the employees of the CARRIER shall be considered as the employees of ISRPL at any point of time for any reason whatsoever.

**34. ARBITRATION**

Except as otherwise provided elsewhere in the Agreement, if any dispute, difference, question or disagreement arises between the parties to the Contract or their respective representatives or assignees, at any time, in connection with construction, meaning, operation, effect, interpretation of or out of the Contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed or nominated by the MD of ISRPL as per the provisions of The Arbitration and Conciliation Act, 1996 (as amended from time to time).

It is also agreed that there shall be no objection for appointment of an employee of ISRPL as a Sole Arbitrator who also may or may not hold shares of ISRPL.

- a) Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice.
- b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the MD of ISRPL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede denovo.

- c) The arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- d) The venue of the arbitration shall be at Delhi, India.
- e) The costs of such arbitration shall be determined by the Sole Arbitrator and such costs shall be equally borne between both the Parties.
- f) Upon every such reference, the costs of and incidental to the reference and award respectively shall be at the discretion of the Arbitrator, as the case may be, who may determine the amount thereof and direct the same to be divided/shared as between solicitor and client, or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.
- g) The obligations of the CARRIER under the Contract shall be continued by the CARRIER during the Arbitration proceedings, unless otherwise directed in writing by ISRPL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator,
- h) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- i) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

For avoidance of doubt, it has been agreed between the parties hereto, that the terms & conditions of this arbitration clause would supersede and prevail over the terms & conditions of arbitration clause enunciated under the GCC.

**35. GOVERNING LAW & JURISDICTION**

The Contract including all matters connected with this Agreement shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Courts at Delhi, India.

Notwithstanding anything herein contained the provisions of this agreement will be subject to the provisions of the Carriers Act, 1865.

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

**SIGNED FOR & ON BEHALF OF**

**SIGNED FOR & ON BEHALF OF**

**M/s Indian Synthetic Rubber Private Limited**

**M/s .....**

(Authorised Signatory)  
in the presence of

(Authorised Signatory)  
in the presence of

WITNESS

WITNESS

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1 .....

2 .....

2 .....

### Annexure-1 Vehicle Tracking Report

Report Date

Vehicle Tracking Report																						
Consignment Details											Running Status & Location@09:00 AM								Delivery Details			
Sl No.	Vehicle No.	Driver's Mobile No.	L/R No.	L/R Date	Invoice No.	Invoice Date	Qty(MT)	No of Box	Consignee Name	Destination	Transit Time(Days)	Day-1	Day-2	Day-3	Day-4	Day-5	Day-6	Day-7	Day-8	Remarks	Reporting Date	Unloading Date
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### Annexure-A1

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