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| AGREEMENT FOR CARRIAGE OF GOODS  This covenant is made this………….… day of ……….,……… 2018 Between  ………………………….., a company registered under the Companies Act 1956 and with its registered office at …………… …………………………………………………………………………..(after it called the employer) of the one part   And   Ms. ……………………………………., a company registered under the Companies Act 1956 and doing transport business, inter alia, at ……………………………………….……….. (After it called the contractor) of the Other Part.   Whereas the employer manufactures and doing business in structural engineering and mechanical equipment of various kinds and sizes.   And whereas the contractor being a general Carrier owning various trucks lorries and trailers for transporting heavy materials by road from one place to other with all-India permit and/or Road Licence and spare capacity and asked the employer for transporting its goods at competitive rates for which the employer consented.   Now these presents witnesses along with parties consents as follows:   1. This agreement will legal for one year starting from 1st JULY 20..to 31st NOVEMBER 20..after which date, the covenant will its self stand determined by passage of time unless enlarged further with mutual agreement.   2. The contractor shall deposit with the employer an amount of Rs. …. as interest-free security deposit, which amount shall be reserved by the employer as security for duly performing this agreement on behalf of contractor. On any contravention of any terms of this agreement the Security Deposit shall become liable to be forfeited. The Security Deposit shall, if not forfeited, be liable meeting any damage, loss or avoidable expenditure caused to the employer by any act of the contractor.   3. Employer if notify to contractor for forfeiture Security Deposit either in full or in part, as indemnification regarding any loss or damage suffered by the employer. On receipt of such notice form employer, the contractor shall replenish Security Deposit which may always available to the employer during performance of contract.   4. The employer shall be free to sue or recover the amount of damages and losses with all costs and expenses which the employer may have suffered, incurred or put to as result of or is the contractor failing in due performance thereof. The employer shall also be free to reserve, set off and appropriate all and every sum, which may, at any time, fall due and owing to the employer by the contractor against the earnest money or any money be paid or due to Contractor.   5. This amount of Security Deposit will be refunded to the contractor without interest on ending of agreement having accommodated dues of the employer if any, against the contractor. If the agreement is renewed or enlarged by mutual agreement, the amount will not be refunded but retained as the Security Deposit against the renewed or enlarged agreement.   6. The contractor shall present one copy of Consignment Note priced Invoice to the Consignee of the goods by "TEN" days from the date of loading of Truck/Trailer at destination for the use of BIHAR Sales Tax Permit and Octroi Exemption Certificate. Failing to comply with above the employer or the Consignee will not be liable for payment of any staying or demurrage or any other charges spent on this account. The contractor shall not be paying any Octroi/Municipal Taxes on any score for carriage of any materials for and on behalf of the EMPLOYER without his express permission. If any amount is paid without employer's permission, conductor will only be liable.   7. The kind of work as performed by the contractor and the charges to be paid to him for the services to be rendered shall commonly be according to schedule given hereunder.   8. The contractor guarantees in supplying vehicles required daily, including on holidays. The Trucks will be placed at such point as instructed by employer from time to time. All the Trucks/Trailers shall be in fit properly for driving and shall be driven by experience driver properly qualified and shall be accompanied by at least one Cleaner, who will help and assist in loading and unloading of said Truck/Trailer and stacking if necessary. All expenditures spent for running the said Trucks/Trailers and the salary and wages of the drivers and cleaners shall be borne and paid for by the contractor.   9. The employer will intimating the contractor over phone or otherwise lifting programme of goods on following day. Contractor will place on specified date and time the number of Trucks/Trailers. If contractor does no supply the number of Trucks/Trailers required the employer will arrange number of Trucks/Trailers less supplied and any loss to the employer on this score will be debited to contractor's account and will be recovered from the contractor.   10. After loading on the starting point is completed, the CONTRACTOR will be required to sign the office copy of the challan/Materials/Packages loaded on the lorry in good conditions and order and of the weight stated in the Challan. The contractor shall also be delivered three copies of said Challan. After handing over Stores/Materials/Packages at the destination, the Contractor shall retain two copies of the Challan signed by Consignee and get affixed Rubber Stamp of the Consignee thereon and delivered one copy of the Challan to the Consignee. The contractor shall present one of such signed copies to the employer at once and second copy shall be attached to the Bill of the contractor to be presented.   11. The contractor shall be covering the Stores/Materials/Items/Packages carried by it as stated above with Tarpaulin and shall properly secure the same for evading damaged or lost en route.   12. If any Road Permit or other permit from Civil, Police or other authorities is compulsory for transporting the consignment, Contractor will be duty bound in arranging and getting the same from the concerned authorities. The employer, however, consents to give necessary help by issuing letters, recommendations etc. favouring the CONTRACTOR.   13. The contractor's Trucks/Trailers should reach destination within a reasoned time the contractor's agents attending the Employer or loading station should have Identity Cards with them and should assist the employer's officials in inspecting the Road Permit, Licence etc. when needed.   14. The contractor shall be liable in making good any loss or damage caused to the employer due to negligence, lacking proper care/caution on behalf on any employees or men of contractor or employees in the Truck/Trailer. The driver Truck/Trailer if hired by the contractor from market will also be considered as contractors man, as far as this clause is related.   15. The contractor shall be liable for protecting/safe custody of employer's stores, stocks and goods entrusted to it till such stock is handed over at the destination and shall also be liable for any loss or damage to employer's stock while as in transit, excepting accidental case. On occurrence of accident prior stock is delivered as causing or is likely to cause damage to the stocks transported or is considered in any way detrimental to the employer's interest, the contractor shall be held wholly liable in reporting the accident to the nearest Police Station and/or nearest Office of the employer by … hours of the actual happening,   16. Controversies relating non-delivery/short delivery and any other controversies concerning despatch of consignment from Employer's premises and notified to the Carrier by the employer shall be decided by four weeks from date of intimation to the contractor failing which the agreement shall be suspended/cancelled without prejudice to any liabilities that the contractor is subject to under the terms/conditions of the agreement.   17. The contractor shall take all liabilities and keep the employer wholly compensated against any cost, action suits, claim, charges damages, and expenditures emerging, if out of the work covered by this agreement.   18. The contractor shall be fully liable in complying with all Acts, Regulations, etc. concerning its workmen or vehicles and shall fully compensate the Employer against any responsibility or action by the Contractor's workmen and others. The contractor shall reimburse the Employer either from "Security Deposit" or pending Bills with employer to be paid.   19. The employer does not guarantee to contractor about the number of vehicles needed per day, month nor does the employer guarantee about the type or quantities of stores or materials that will be supplied to the contractor for transportation.   20. The employer retains the right in appointing more than one contractor for the same services. The employer also retains the right to amend/revise or modify the terms/conditions of the Contract or portion hereof or revoke it any time during the duration of the Contract, without giving any reason whatsoever.   21. The contractor will be submit its bills in triplicate along with receipted challans on completing such transactions or services done by him, to employer for making payment on verification by ………..… days from date of submission of the bills provided the bills are in order in all respects.   22. The contractor shall at the beginning point or site of work, keep and place on such site or point a duly authorised agent empowered for acting on its behalf, who will receive directions from the employer or its officers concerning the carriage of the Stores/Materials/Packages. If, however, the whole responsibility for the transport/safe delivery of Stores/Items/Materials/Packages shall be of contractor, who shall be fully liable for giving right and adequate instructions to the Drivers, Cleaners and other staff and for providing the spare parts, fuel with other accessories that may be needed for doing the work entrusted to it under this covenant. The contractor /his authorised agent shall attend the office of the employer whenever needed.   23. The contractor shall not transfer or sublet the Contract or any portion thereof in any way whatsoever without prior express permission from the employer.   24. Without prejudice to any other enactment, the contractor should keep the employer fully compensated against any action, claim or proceeding under enactment of any Act, regulations, Rules, notifications, bye-laws, order or direction as enforceable per law for anything committed or done by contractor in breach of such enactment or for the contravention or violation by it, during execution or completion of work under Contract. If due to such action proceeding or claim the employer is decided responsible to any penalty or paying any compensation such liability shall be considered to be the liability of the contractor and the contractor shall be wholly liable for all such penalties.   25. The contractor shall be paid Rs. ……..per day per vehicle as "staying Charges" if vehicle is held up either for loading or unloading for more than six working hours and an amount of Rs. ……..will be paid if the Vehicle required is not used but returned empty.   26. Each truck shall carry up to …... and Trailer ……. and pro rata rates will be paid for materials excess carried of these weights. Items weighing ……. as carried per standard size of the truck will be deemed as normal load. Other items in excess of height/width/length/weight will be deemed as over-dimensional and will be dealt with separately. Any item which can be transported by trailer with maximum height and width of 7'-0" with weight of 16 M.T. lengths up to ….'-0" will be deemed as normal trailer load. Other items exceeding in weight/length/width/height will be deemed as over-dimensional items and will be dealt with separately.   27. All controversies hall be subject to the jurisdiction of ………………………..   The Schedule   In witness whereof the parties herein have executed these presents on the day, month and year below written at the Employer's office in……….. ……………………………………..  DATE:   PLACE:   WITNESSESS:-   1. Ms…………….   2. Ms. ………………………………. | |  | | --- | |  | |