**AGREEMENT FOR CARRIAGE**

**OF EMPLOYEES**

THIS AGREEMENT made at ……………this ……………day of ................20 ……………

Between

BABA and Company, a Company registered under Companies Act, 1956 and having its registered office at Delhi hereinafter referred to as "the Company" of the ONE PART

And

Gati Transport Co. Ltd., a Company registered under Companies Act, 1956 and having its registered office at hereinafter referred to as" the transporter" of the OTHER PART.

WHEREAS   
  
(1) The Company is carrying on the business of manufacturing...........................................and having its factory at

(2) The Company has employed many employees and workers who are staying in different parts of the City.   
  
(3) The Company requires a fleet of buses to transport the Company employees and workers from various places of the City to the factory at………………………………………………………………and drop them back from the factory to those places.

(4) The Company invited tenders from selected transporters and after considering the transporter's tender, accepted the same.

(5) The Company advised the transporter to deposit Rs . ............................... as security deposit for due performance of the contract for the contract period, which the transporter has agreed to deposit with the Company on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

(1) The Company appoints Gati Transport Co. Ltd. as the transporter to transport its employees every day from its factory at ......................................................... to different places in the City and from those places to the factory. A list of such places and distance from the factory to those places is given in the Schedule hereunder written.

(2) The transporter agrees and undertakes to transport the Company's employees and workers from its factory to different places in the City mentioned in the Schedule hereunder written.   
  
(3) The transporter agrees and undertakes that it will provide buses and provide one bus at one place of the City mentioned in the Schedule about minutes earlier than the time of shift and the factory for which employees and workers of the Company have to come and will reach at the Company's factory gate minutes earlier than the time of shift of the factory. After the shift, the buses will be made available to the Company employees and workers and will start the buses after minutes from the time of the shift.   
  
(4) The transporter agrees and declares that the buses provided will be in good condition and the drivers will be having valid driving licenses. The Company will be authorized to inspect the condition of the buses, up to date vehicle tax paid receipts, insurance cover of each bus and driving license of the drivers of the buses and the transporter will arrange to produce the said documents to the of the Company. The transporter shall indemnify and keep indemnified the company against any loss, costs, charges, damages and expenses incurred or suffered by the Company on account of the transporter not having valid licensees, permits or its drivers not having valid driving licensees.   
  
(5) The Company shall pay to the transporter transport charges in respect of each bus at the rate of Rs. ……………per km. for the distance between the factory and the place to and from which the Company employees and workers will be transported. The Company will not be liable to pay any other charge or expense to the transporter.

(6) If the buses do not reach the factory in time, the transporter will be liable to pay to the company a sum of Rs. ……………………………………………….…per fifteen minutes of delay beyond the fixed time as liquidated damages and the same shall be liable to be deducted out of the transport charges payable to the transporter. If any of the bus is not able to reach at the appointed place or factory due to technical defect, the transporter will be liable to pay to the company a sum of Rs……………………………..……………per day, which shall also be liable to be deducted out of the transport charges payable to the transporter.   
  
(7) The transporter will take all precautions for protecting the Company's employees and workers from accident. The transporter will take insurance cover from any insurance company in its name for any injury, loss or death of the passengers of the buses during the journey in the buses and the amount of insurance received for the injury, loss or death of the passengers will be received by the transporter and the transporter will be responsible for any loss, claim, costs, charges and expenses incurred or suffered by the Company on account of any injury, loss or death of its employees or workers due to accident in the bus or any other reason relating thereto.

(8) The transporter will deposit a sum of Rs. ……………with the Company as security for the performance of this Contract. The said amount will not carry any interest and will be refunded to the transporter on termination of this agreement, subject to deduction of Company's claims against the transporter, if any.   
  
(9) The transporter will submit bills, duly supported by the of bills by ………………….………… Certificates from the ……………………………………………Officer of the Company to the Company by 3rd of every month and the company will verify the said bills, and pay the said bills within one week from the date of receipt of the bills, subject to deduction of any claim of the Company against the transporter under any provision of this Agreement.

(10) This agreement will commence with effect from …………………………………..…… and will remain in force for a period of one year, but may be renewed for a further period of one year on such terms and conditions as may be agreed upon between the parties.

(11) This Agreement can be terminated by the Company by giving fifteen days' notice to the transporter, if the Company is satisfied that the transporter has committed breach of any term of this agreement or not providing satisfactory service to the Company or if any declaration made or assurance given by this agreement is proved to be wrong. The decision of the Company in this regard shall be final and the transporter will not be entitled to any compensation or damages on account of premature termination of this agreement.

(12) Any dispute or difference of any kind whatsoever arising out of or in connection with the agreement shall be referred to the arbitration and final decision of an Arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator to the appointment of two Arbitrators, one to be appointed by each party which Arbitrators shall before taking upon themselves the burden or reference, appoint third arbitrator who shall act as Presiding Arbitrator. The submission to the arbitration under this clause shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

(13) This Agreement shall be executed in duplicate. The original shall be retained by the Company and the duplicate by the transporter.

IN WITNESS WHEREOF

the parties have caused these presents and the duplicate thereof by their authorised officials, the day and year first hereinabove written.

The Schedule above referred to

1. Signed and delivered by the within named Company STC and Company Ltd., by the hands of its duly authorized official Shri

2.Signed and delivered by the within named transporter Gati Transport Co. Ltd. by the hands of its duly authorised official Shri ....................... ………………………………………………

WITNESSES