**AGREEMENT FQR TRANSPORTING**

 **GOODS ON REGULAR BASIS**

AN AGREEMENT made on the day of ………..20……….

 Between

 STC Co. Ltd., a Company registered under the Companies Act, 1956 and having its registered office at Delhi, (hereinafter referred to as the Manufacturing Company, which expression shall, where the context so admits include its Successors and Assigns) of the ONE PART

And

Gati Transport Co. Ltd., a Company registered under the Companies Act, 1956

 and having its registered office at ………………………………………………….................

(hereinafter referred to as the Transport Company, which expression shall, where the context so admits include its Successors and Assigns)of the OTHER PART.

WHEREAS

 the Manufacturing Company is the manufacturer of Electronic goods at its factory at Delhi and has appointed distributors throughout the country;

AND WHEREAS

the Manufacturing Company sends the goods manufactured by it to its distributors regularly;

AND WHEREAS

 the Manufacturing Company was in lookout for appointing a transport company, who can undertake the transportation of its products to its distributors regularly and invited tenders for the said purpose through leading newspapers;

AND WHEREAS

 the Manufacturing Company received a number of tenders from various transporters and found the transport company as suitable for its purposes;

AND WHEREAS

 the Manufacturing Company has accepted the tender of the transport company vide its letter dated and advised the Transport Company to deposit a sum of Rs . ……………………………..as security for the due performance of the contract, and the Transport Company has deposited the said sum on ………………………………………..with the Manufacturing Company. A copy of the tender and acceptance letter is annexed hereto and marked Annexure A;

AND WHEREAS

 the parties have agreed to enter into an agreement herein contained.

NOW IT IS HEREBY AGREED BETWEEN BOTH PARTIES AS FOLLOWS:

(1) The Manufacturing Company appoints Gati Transport Company Ltd. as its sole transport company for a period of one year commencing from……………………………….. or an sporting its products from its factory at ………………………..............to its distributors situated in different cities of India. A list of the distributors along with their addresses and tentative quantity to be sent to them monthly has been given in the Schedule hereunder written.

(2) The Transport Company agrees that it shall transport the products manufactured by the Manufacturing Company from its factory to the distributors mentioned in the Schedule hereunder written.

(3) The Transport Company agrees that it shall make available to the manufacturing company every day the number of trucks required by it for transporting the manufacturing company's products. However, the number of trucks to be provided by the transport company will not be more than trucks per day.

(4) The Manufacturing Company will pay to the Transport Company transport charges in respect of each truck at the rate of Rs ……………………….. ………..per km. for the distance between the factory and the distributor to whom the products will be transported. The manufacturing company will also reimburse to the transport company any octroi duty, toll tax and other tax of a similar nature paid by the transport company in respect of the manufacturing company's products. The manufacturing company will not be liable for any other charge or expenses of any nature whatsoever.

(5) The Sales Manager of manufacturing company shall indicate to the transport company in the evening by 5 PM, how many trucks will be required to be sent in the morning by 8 AM, so that loading of the products may start immediately. If any truck is returned back by the manufacturing company on any day on any ground, the manufacturing company will pay Rs ……………………………..per day per truck sent back, if the truck is sent by 12 noon, but if it is sent back after 12 noon, the charges paid will be Rs .………………..per day per truck.

(6) The Transport Company undertakes that it will provide trucks of good condition with the drivers having valid driving licences. The officers of the manufacturing company will be authorised to inspect the condition of the truck, permits, insurance books of each truck, up to date vehicle tax paid receipts and driving licences of the drivers and the transport company will produce the said documents for inspection to the officers of the manufacturing company whenever required to do so. If the officer of the manufacturing company comes to the conclusion that any truck is not of good condition or lacking in any other respect, he can require the transport company to take back the said truck for which the transport company shall not be entitled to any charges. However, the officer will intimate to the Transport Company the reasons for requiring the truck to be taken back.

(7) The products will be loaded by the workers of the manufacturing company. The products will be packed in big boxes, with suitable packing material, so that the products may not be damaged in transit. The details of the products and the time required to reach its destination will be given in the consignment note by the manufacturing company in four copies, which will be signed by the representatives of the manufacturing company and transport company. The manufacturing company will deliver two copies of the said consignment note to the transport company, and one copy to the distributor, to whom the products are sent and retain one copy with it.

(8) The transport company will deliver the products to the distributors and obtain delivery certificate/challan in duplicate from the distributor. The products will be unloaded by the distributor's workers. The distributor will receive packed boxes, from the transport company.

(9) During the transport, the transport company's representatives will take proper care and precautions for the protection of the products, so that the products may be delivered to the distributors in good condition.

(10) If during the transit, the products are lost or damaged due to accident or any other reason whatsoever, the transport company will be liable for the loss or damage to the products. If the products are lost or damaged in transit, the transport company will immediately inform about the loss or damage along with the place where the trucks are kept to the manufacturing company and the manufacturing company will send its representative to assess the damages, before the consignment is delivered to the distributor. The loss along with the expenses incurred by the manufacturing company due to the loss or damages will be recovered from the money payable to transport company.

(11) In case the transport company does not deliver the products within the period stipulated in the consignment note, the transport company will be liable to pay damages @ Rs . ……….. per day of delay beyond the stipulated period and the same shall be recovered from the bills of the transport company. However, if the delay is on account of accident, or force majeure such as flood, heavy rains, earthquake or blocking of road by reason of any strike, the transport company will not be liable to pay the damages for the delay.

(12) The transport company will not transport goods of any other person in the trucks carrying the manufacturing company products.

(13) The transport company will submit a bill along with the copies of the consignments and statement of the products transported in the week to the Accounts Manager, of the manufacturing company. The manufacturing company will make the payment of the bill after verification about the products transported and deducting the amounts recoverable, if any from the transport company. The payment of the bill will be made within a period of seven days from the date of the receipt of the bill. In case of delay in payment of the bill, the manufacturing company will pay interest @………..per month to the transport company for the delayed payment.

(14) The transport company has deposited a sum of Rs……………………………on…………………………with the manufacturing company for the due performance of the contract for the entire contract period. The said sum will not carry any interest and will be refunded on the termination of this contract after deduction of claims of the manufacturing company against the transport company, if any.

(15) This contract is for a period of one year commencing from………………………………However, the contract can be renewed for a further period of one year on the terms and conditions to be mutually agreed upon between the parties. The contract can be terminated by the manufacturing company before the term of the contract by giving fifteen days' notice to the transport company and in case of earlier termination, the transport company will have no claim against the manufacturing company.

(16) This contract will be subject to the provisions of the Carriers Act, 1865.

(17) In case any dispute, difference or question arises between the parties touching the construction, meaning or effect of this Agreement or any clause or thing herein contained or the rights or obligations of the parties hereto or their respective successors or assigns or any of them under this Agreement or otherwise howsoever in relation to this Agreement, shall be referred to two arbitrators, one to be appointed by each party, who shall appoint third arbitrator, who shall act the Presiding Arbitrator before taking upon themselves the burden of reference, and the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification thereof for the time being in force shall apply to such arbitration.

(18) This Agreement shall be executed in duplicate. The original shall be retained by the manufacturing company and the duplicate by the transport company.

IN WITNESS WHEREOF

 the parties have caused their common seal to be affixed to these presents and a duplicate hereof, the day and year first hereinabove written.

The Schedule above referred to

Annexure A

The common seal of STC Co. Ltd., the manufacturing company within named hereunto affixed pursuant to the Resolution of its Board of Directors dated the

1 ……………day of ……………20……………in the presence of Shri …………… Director of the Company authorised to affix the seal and sign

2.The common seal of Gati Transport Co. Ltd., the within named transport company is hereunto affixed pursuant to the Resolution of its Board of Directors dated ……………………..…………the……………day of……………20……………in the presence of S/Shri ……………and ...........................Directors of the Company authorised to affix the seal and sign

WITNESSES