**RATE AGREEMENT FOR ROAD DESPATCHES FOR SOLID PRODUCTS**

This Rate Agreement entered into on this 1st day of August’2017 by and between

**MCPI PVT LTD,** a company registered in India under the Companies Act 1956 and having its Registered Office TECHNA Building, EM-3, Sector-V, Salt Lake, Kolkata - 700091 (hereinafter referred to as 'MCPI', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, representatives and permitted assignees )

AND

M/s.**……………………………**having registered office at …………………………………………. (hereinafter referred to as the "Carrier", which expression shall unless repugnant to the context or meaning thereof be deemed to include its agents, successors, administrators, representatives and permitted assignees)

**WHEREAS** pursuant to the empanelment contract executed on …..(the date) between the owner and the Carrier , the parties agree to the following:

# APPLICABLE FREIGHT RATES

Applicable freight rates (on per ton of actual payload) for transportation of Purified Terephthalic Acid from Haldia Plant to Customers at respective destinations are as per Schedule of Rates mentioned below.

|  |  |
| --- | --- |
| DESTINATION | Rs/MT |
| NAGPUR | xxx |
| NASHIK | xxx |
| DIC | xxx |
| SILVASSA | xxx |
| DAMAN | xxx |
| SARIGRAM | xxx |
| SURAT | xxx |

1.1 The Carrier will not overload any vehicles and the actual quantity loaded in every truck shall be within the permissible payload limit as specified in the vehicle registration documents. For the purpose of determination of load ability, the Gross Vehicle Weight and the Unladen Weight, as mentioned in the registration document shall be deemed final.

1.2 MCPI will provide load of the Product packed in 1.2 MT bulk bag packing (or other such mode of packing as may be available from time to time, subject to prior notice).

1.3 The above freight rate/s shall be applied strictly based on the actual quantity loaded in every vehicle and total freight shall be calculated accordingly.

1.4 All applicable taxes that may be imposed during contract period by any Central / State / HDA / Municipal or other bodies, on the vehicle levies on the value of the material carried. However, the contract rates referred to above are exclusive of all taxes payable in respect of the goods/Services.

1.5 Any charges towards statutory levies, rates for labour employed by the CARRIER as prescribed by any statutory body or Government Agency wherever in force will be paid by CARRIER.

1.6 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.

1.7 Tax will be deducted at source (TDS) as per applicable rate.

1.8 **The rate per MT shall however be subject to variation on account of variation in the price of high-speed diesel (subject to the conditions laid down in the following paragraph) as officially announced by the Government of India from time to time. The variation in rate per MT (based on assumed 15 MT loadability per truck) shall be calculated on the basis of consumption of HSD @ 4.0 KM per litre of HSD and the prices of HSD as prevailing at Kolkata shall be considered. The quoted rate shall be based on HSD price prevailing at IOC published rates in Kolkata as on 1st May,2019 (Rs.XX / liter).**

**The variation in rates on account of changes in the prices of HSD, as mentioned above, would be subject to:**

**i) The Average HSD Price for a month will be calculated from 25th-24th cycle based on IOC published rates in Kolkata**

**ii) The revised transportation rates would be changed only if there is a variation(+/-) of more than Rs 1 per litre from the HSD rates considered in the prevailing freight rate.**

# TRANSIT TIME

2.1 The Truck / Lorry (s) loaded with Product shall reach to the specified destinations within the stipulated time as mentioned below. In case deviation from the scheduled date of delivery, the Carrier needs to inform MCPI in advance.

|  |  |
| --- | --- |
| DESTINATION | TRANSIT DAYS |
| NASHIK/SILVASSA/DAMAN/SARIGRAM/DAHEJ | 7 |
| SURAT | 7 |
| NAGPUR | 5 |
| KANPUR/KHATIMA/BAZPUR | 5 |

2.2 In case the Carrier fails to transport the Product to the delivery point within the transit time as specified above, MCPI reserves the right to impose penalty if required to protect its interests. The details of penalty contract are included in the empanelment contract.

1. PAYMENT AND FREIGHT CHARGES:

3.1 Freight Charges for each destination is decided through reverse auction between Carrier and MCPI and the same shall remain effective for a period as agreed between the parties hereto.

3.2 In case any revision of freight is required during the continuance of a Freight Period, then the same shall be decided based on discussions between the parties hereto and so laid down in form of a written communication between them.

3.3 Unless otherwise specifically agreed in writing, the agreed freight rate/s shall be applied strictly based on the actual quantity loaded in every Truck / Lorry and total freight shall be calculated accordingly, notwithstanding the payload capacity of the Truck / Lorry(s).

3.4 All Freight Bills (the `Bills'), duly complete in all respects, shall be submitted by the Carrier to MCPI on completion of delivery of the Product at destination. All such Bills shall be duly accompanied by the Original Lorry Receipt bearing the Original receipt acknowledgment of the intended customer at the destination / delivery point.

3.5The Bills shall be submitted within 30 days from the date of dispatch. In case of delays, if any, the Carrier shall produce the Bills with proper reasons of delay and submit to MCPI at the earliest.

3.6 MCPI shall make the Payment to the Carriers within 30 days from the date of submission of the Bills. In case of discrepant Bills, or Bills pending clarification from Carrier, the date of submission of clarifications / rectified Bills shall be deemed to be the date of submission of Bills. Payment due date shall be calculated accordingly.

3.7 All payments for Transportation Services to be made by MCPI in terms of the Agreement shall be subject to deduction of taxes at sources as may be applicable under the Income tax Act, 1961 and / or other relevant statutes / laws.

For the purpose of uniformity and to minimize error in Lorry Receipts, MCPI introduced system generated Lorry Receipts, which shall be deemed to be the Carriers Receipt for all purposes. The Carrier shall, after duly checking each such system generated Lorry Receipt, release the same under the signature of authorized representative and seal of the Carrier. The Carrier shall be solely responsible for the correctness and authenticity of such Lorry Receipts.

MCPI shall deduct the Lorry Receipts making / print out charges from the Bills as it is auto generated from MCPI. The Printing charge for Lorry Receipts has been fixed at Rs. 5/- per set of Lorry Receipts.

4. VALIDITY OF AGREEMENT

This Agreement shall come into force from ………… and shall remain valid ……………. The Agreement shall be extendable by mutual consent.

|  |  |
| --- | --- |
| SIGNED AND DELIVERED  By  the within named M/s.  MCPIpvt ltd.  in presence of  WITNESS  1 ……………… 2 ……………… | SIGNED AND DELIVERED By  the within named M/s  in presence of  WITNESS  1 ……………… 2 ……………… |