**EMPANELMENT AGREEMENT FOR ROAD DESPATCHES FOR SOLID PRODUCTS**

THIS AGREEMENT made at Kolkata this ……………….. Between M/s Haldia Petrochemicals Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at TECHNA Building, EM-3, Sector-V, Salt Lake, Kolkata - 700091, hereinafter referred to as “HPL” or “OWNER” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **One Part**

AND

M/s. -----------------------------------------------------------, having office at -------------------------------------------

------------, 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**:

**WHEREAS** HPL had invited tenders from various CARRIERS for the purpose of transportation of polymer products from Haldia to various destinations in India.

**WHEREAS t**he CARRIER has confirmed that it has sufficient expertise and competence and also has adequate number of vehicles suitable for transportation of polymer products and had submitted its offer for transportation of the polymer products from Haldia to various destinations in India.

**WHEREAS** pursuant to the deliberations and negotiations between HPL and the CARRIER, HPL has decided to empanel/shortlist the CARRIER for transportation of polymer products from Haldia to various destinations in India. Business will be allocated based on commercial negotiation process outcome and subsequent execution of **Rate Agreement**, subject to the terms and conditions hereunder written, as agreed to by the CARRIER.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. **OBLIGATIONS OF CARRIER**
2. The CARRIER shall provide to HPL all such information including but not limited to:

a) Full particulars of the ownership of the vehicles, history of the vehicle, and the details of manner in which CARRIER has come in possession of every vehicle i.e. whether hypothecated or not.

* 1. Details of engine number and chassis number of the vehicles.
	2. Details of RTO registration number of the vehicles.
	3. Details of road permits, PUC certificate of the vehicles.
	4. Driver and cleaner of every vehicle must carry their identity & address proof in the form of Aadhar Card / Voter ID Card apart from valid Driving Licence for the Driver.
	5. Registering with HPL the names, designations and the signatures of such representatives of the CARRIER who shall be authorized to sign Lorry Receipts on behalf of the CARRIER.
	6. All the vehicles which will be loaded from HPL must be having Standard / High Security Number Plate (Issued by Transport Authority) failing which the vehicles are liable to get rejected.
	7. COVID19 Protocol - It is to ensure that all the truck crews and carrier supervisors entering our plant are free from the COVID 19 symptoms and must wear PPEs (masks and hand gloves) and also maintain safe distancing during operation. All Carriers must follow the COVID19 -protocol as announced by GOVT. / local authority from time to time.
1. In the event, the CARRIER takes on hire any vehicle for complying with its obligations under this Agreement, the CARRIER shall obtain all details of such vehicles and furnish the details to HPL.
2. The CARRIER will ensure that the owners of the hired vehicles will give a letter of firm understanding to HPL that they are offering their vehicles through the CARRIER willingly for a period of this agreement and will not solicit any separate business with HPL except through the CARRIER.
3. The CARRIER should be clear of the fact that the empanelment contract does not bind the owner to award transportation Rate Agreement to the CARRIER by any means. The empanelment contract only makes the CARRIER eligible to take part in the freight negotiation process and would be bound to execute the operations if selected in the freight negotiation process.
4. It is essential that the CARRIER get the names, addresses, designations and signatures of their authorized representative duly registered in advance with HPL and the signature of such authorized representatives of the CARRIER shall be indicated on the Lorry Receipt (LR) of the CARRIER for loading of product at HPL’s plant at Haldia or any other location as designated by HPL from time to time. Any change or variation in the name or designation of such authorized representative should be intimated to HPL 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.
5. **RESPONSIBILITIES OF CARRIER**
6. The CARRIER should be responsible to read all the guidelines and procedures for the freight negotiation process before taking part into it. The CARRIER should attend all the trainings/discussion sessions arranged by the owners before taking part in the freight negotiation process.
7. The CARRIER will be responsible for offering vehicles fit to carry polymer products and transporting / delivering the same in good condition within the agreed transit time as mentioned in Rate Agreement, to the address of the dealers / consumers / customers or to other storage points as may be mentioned in the excise invoice and the CARRIER shall be held accountable for any malpractice / adulteration / contamination / shortage / wet / damage of the polymer product en route.
8. Vehicles belonging to operators suspended / blacklisted by HPL will not be offered by the CARRIER.
9. 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 HPL against such errant vehicles, operators / crew will not be challenged by the CARRIER.
10. CARRIER should note that representative of HPL or HPL’s customer/s shall be allowed, if requested by HPL, to travel along with the vehicle crew while transporting the polymer product meant for customer/s or any other storage points.
11. The representative of the CARRIER shall be responsible to carry Duplicate CARRIER’s copy of Applicable Taxes Gate Pass cum Invoice or any other documents which indicate payment particulars and other relevant details as per applicable tax rules, along with the consignment and handing over the same at the receiving location to the consignee, failing which any resultant loss of applicable taxes amount incurred by consignee will be recovered, from the CARRIER, by HPL Any other financial losses resulting due to loss of statutory documents by CARRIER in transit or otherwise would be recovered from CARRIER by HPL.
12. **Timely and correct feedback for any delay or probable delay in delivery of goods to customers:**

In case of any delay in delivery of goods to customers or probable delay because of any incidents on the way or missing of loaded trucks, CARRIER shall provide correct information time to time as required by HPL about the status of the trucks. Incorrect information or delay in feedback for such cases over a period of 48 hrs. shall lead to imposition of penalty @ Rs 5000 per incident.

1. The CARRIER shall ensure that its employees / vehicle crew working for the CARRIER, while on the premises of HPL, or while carrying out their obligations under this agreement, observe the general discipline laid down by HPL.

1. The CARRIER will not use the name of HPL in any manner either for credit arrangement or otherwise and it is agreed that HPL is in no way responsible for the debts, of the CARRIER and/or its employees.
2. The CARRIER will not do or cause to be done upon the premises of HPL or in the execution of their obligations under this agreement anything whatsoever which in the opinion of HPL may be or become nuisance or annoyance or dangerous or which may adversely affect the property, reputation or interest of HPL.
3. The CARRIER will have their office or their representatives; to ensure speedy clearance of goods at all places. The CARRIER must advise HPL in writing the name and address of such offices or representatives.
4. The CARRIER will arrange to bring into use Lorry Receipt’s (L/R‟s) exclusive for HPL consignments only and with printed serial number, or HPL will arrange for such L/R(s) through HPL’s ERP system. The cost of HPL- arranged L/R(s) may be recoverable from the CARRIER. 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 HPL within the prescribed time.
5. The CARRIER will furnish L/R(s) and other documents as per HPL requirement (in case of export consignment, such issuance will be governed by the provisions of various customs and excise 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 HPL will prevail.
6. The CARRIER shall ensure that before the vehicle leaves HPL’s premises with the consignment, all the documents required by the CARRIER like, Challans, Road, Permits / way bills, Excise documents, Declaration forms under applicable tax rules 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 any penalty imposed en-route by Tax Authorities/other Govt. authorities for non-availability of required documents and / or formalities, wrongly filled/ incomplete way bills, road permits, transit pass, other related documents as carried along with the consignment.
7. The CARRIER shall be liable for all payments to his staff employed for the performance of carrying out of the said work and in respect of all claims and liabilities of the CARRIER’s business and HPL shall in no event be liable or responsible for any such payment and the CARRIER shall keep HPL indemnified against the same and from all proceedings in respect thereof.
8. The employees of the CARRIER shall never be deemed to be the employees of HPL.
9. 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.
10. CARRIER shall make sure that his staff follows safety rules & regulations of HPL and adhere to the strictest discipline.

CARRIER shall adhere to safe working practice and guard against hazardous and unsafe

Working conditions and shall comply with OWNER’S safety rules as set forth therein.

In respect of all workers /workmen directly or indirectly employed in the WORK 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., Indian Standards Institutions, the Factories Act/ rules, The Electricity Act, and such other acts as applicable.

The CARRIER shall observe and abide by all fire and safety regulations of the OWNER. Before commencement WORK, the CARRIER shall consult with OWNER”S Safety Engineers or Officer-in-Charge and must make good to the satisfaction of the OWNER any loss or damage due to fire to any portion of the WORK done or to be done under this agreement or to any of the Owner’s existing property.

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 HPL is obliged to pay compensation to the CARRIER’s employees, the amount of compensation so paid and without prejudice to the statutory rights of HPL it shall be at liberty to recover such amount or any part thereof by deducting it from any sum due from HPL to the CARRIER whether under this agreement or otherwise. If for any reason, HPL 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 HPL for all claims made by HPL without any demur.

**SAFETY REGULATIONS:**

You shall have to follow all the safety rules and regulations followed by HPL and also to ensure that your workers are well equipped with safety shoes and helmets and all other safety appliances which also include Personal Protective Equipments (PPEs) required during the execution of the work. Truck crews entering plant premises need to follow all the safety rules including carrying ladder to climb on the top of the loaded trucks, refrain from carrying of mobile phone inside plant, etc. Carrier to ensure that truck crews while working inside the plant premises follow all the safety rules as mentioned or shall be communicated time to time.

**COVID19 Protocol** - It is to ensure that all the truck crews and carrier supervisors entering owner’s plant/ working at owner’s Gate area are **free from the COVID 19 symptoms** and must wear PPEs(masks, hand gloves etc) andalsomaintain safe distancing during operation. All Carriers must follow the COVID19 -protocol as announced by GOVT. / local authority from time to time. Failing this, penal measures may be taken at the sole discretion of owner.

**Penalty for violating safety rules & procedures:**

1. **In case of accident of a Contractor's employee:**
2. In case of physical injury (LTI) a penalty of Rs.1,00,000.00 per injury
3. In case of fatal accident (FLT), a penalty of Rs.5,00,000.00 per fatality
4. **In case of different types of injuries:**
5. First Aid Case (FAC) – Rs. 2000 per incident per person
6. Medical Treatment case (MTC) - Rs. 4000 per incident per person
7. Restricted Work Case (RWC) - Rs. 8000 per incident per person

For any subsequent recurring issues, the penalty will be doubled for each case.

1. **In case of violation of Safety Rules/ Procedures:**

For violation in PPEs norm as laid down in respective area & not complying the general Safety rules/ procedures of the company the penalty will be Rs.1,000.00 per occasion per man. For any subsequent recurring issues the penalty will be double i.e. Rs. 2,000.00 per next occasion. These penalties (if any) will be deducted from Contractor's respective monthly bills.

**The above penalties will be independent of any statutory penalties and/or other action against the service contractors.**

**Methodology for identification of violation of safety rules and regulations and recovery of penalty (Category A & B):**

1. HPL’s Occupational Health Centre (OHC) will declare any injury as First Aid Case (FAC), Medical Treatment Case (MTC), Restricted Work Case (RWC), Loss Time Injury (LTI) & (Fatality) FLT.
2. Investigation will be carried out within 24 hours by HPL’s safety team. For major accidents (LTI / FLT) a cross functional investigation team will be formed by management.
3. HPL’s Team Leader (TL) - Safety will check the nature & cause of such unsafe act or unsafe condition and whether contractor or contract workers are responsible or not.
4. Finance Department will deduct money from the Bills of the Contractor on the certification / confirmation of the HPL’s Head - HSEF.
5. For violation of any safety rules and for unsafe act safety personnel at site will issue a penalty slip to the contractor representative at site with a copy to Team Leaders and Finance dept. Contractor representative will have to sign in the penalty slip.

Failure in complying safety rules / operational procedures by truck crews inside plant premises, shall lead to imposition of instant penalty up to Rs 1,000 per incident and the same shall be communicated to CARRIER representative.

**PENALTY FOR ACCIDENTS / INCIDENTS CAUSED BY CARRIER:**

If the CARRIER /his employee(s)/agent(s)/representative(s) found guilty of causing damage, breaking and/or defacing, deface or destroy any property including building, machineries, structures belonging to HPL or of others within Plant premises during execution of the Contract, the same shall be made good by the CARRIER at his own risk and cost and in default thereof, the affected party/ parties may cause the same to be made good by other agencies and recover expenses from the CARRIER.

In case of physical injury caused to HPL employees and / or others within Plant premises due to fault and / or the negligence and/ or wilful acts or omission of the CARRIER/ its employee(s) / agent(s)/ representative(s) a penalty not exceeding Rs. 1,00,000.00 per injury shall be levied on CARRIER.

In case of fatal accident caused to HPL employees and/ or others within Plant premises due to fault and / or the negligence or wilful acts or omission of the CARRIER/ his employees/ agents/ representatives a penalty of Rs 5,00,000.00 per fatality shall be levied on CARRIER Any type of penalty money shall be realized from the CARRIER. Such realization shall be made first by adjusting the CARRIER’s Bills and /or Security Deposit. CARRIER shall pay the balance penalty, if any, without delay and demure.

The CARRIER will be exclusively liable for the payment of the aforesaid penalties notwithstanding any other compensation and/or reliefs whatsoever that might be paid by any other statutory authorities or otherwise.

* 1. 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.

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.

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 HPL 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 WORK of HPL.

The CARRIER shall regularly submit all relevant records / documents in this regards to HPL representative for verification and upon such satisfaction, only HPL will release payment of the amounts due.

The CARRIER shall indemnify the OWNER against all losses or damages caused to it on account of acts of the personnel deployed by the CARRIER.

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 the OWNER safe and indemnified in respect thereof.

The CARRIER shall pay fair wages to all persons employed by him and will not indulge in any unfair labour practice.

**2.20** 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.

**2.21** 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 HPL.

**2.22** 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 HPL shall, in no event be liable or responsible for any default that will arise out of non-observance of or noncompliance with such laws or rules on the part of the CARRIER and the CARRIER shall indemnify and keep HPL indemnified against the same from all proceedings in respect thereof.

**2.23** 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 the HPL, as is required by HPL from time to time.

**2.24** The CARRIER shall at all times during performance of services cooperate with the personnel of HPL and shall not interfere or cause inconvenience in any manner with the functioning of HPL and/or the relevant nominated affiliate while provision of services hereunder.

**2.25** In a very rare case, on HPL requirement, CARRIER may need to bring back material from the consignee end to plant at Haldia as per the advice of HPL. Forward freight rate as applicable for that destination from Haldia, will be applicable for such movement with other terms and conditions remain same.

1. **LIABILITIES OF CARRIER**
2. 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.

HPL will also be entitled to be reimbursed by the CARRIER for the amount of loss suffered by HPL as per HPL’s computation under these provisions and the decision and determination by HPL 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 HPL 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 HPL pay the same to HPL without demur or objection.

1. The CARRIER shall be liable for any loss or damage to HPL 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 HPL indemnified against any such loss or damage and shall pay to HPL such amount as HPL may be called upon by law to pay. The CARRIER shall remain at all times, liable and responsible to HPL for any loss or damage caused to any building, plant and machinery or the property of HPL / HPL’s customers / HPL’s associates by any carelessness, negligence, inexperience or wilful fault of the CARRIER or his agent or by his employee of which HPL alone shall be the sole judge. HPL shall be at liberty to recover any cost of repair or loss or damage from the CARRIER.
2. The CARRIER will make good to HPL any loss arising from:
3. 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.

**3.3.2.** Loading, unloading, transhipment, storage of goods and delay in transit for reasons other than the natural calamities such as earthquake, cyclone, floods and lighting, riots or civil commotion.

1. 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 HPL installations or for any other reason whatsoever shall be made good by the CARRIER.
2. The CARRIER is responsible for timely 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 HPL’s premises. In the event of any loss of product recorded at the destinations as reflected by shortfall in weights, HPL 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, HPL 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 HPL shall not be responsible for any shortfall that the CARRIER may have to bear after such realization from the insurance company.

**3.6.** Tracking and Delivery Information (preferably GPS / RFID / SIM based) of each consignment should be updated in the Tracking portal / digital platform provided by the owner or by mail as advised. Failing which, a penalty of Rs. 5000 per instance may be imposed, at the sole discretion of the owner. This is expected to give better visibility and control on the consignments for the owner and the carrier as well. It is also to be noted that any additional expense incurred due to this activity may be recovered from the transporter.

1. 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. In the event of delay in delivery beyond the agreed transit time, the CARRIER shall be penalized at the rate of Rs. 100 / MT/ DAY as

“Late Delivery Penalty”.

1. The CARRIER shall not have the exclusive right to operate vehicles for HPL and HPL 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 HPL may deem fit.
2. 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. 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 HPL for all expenses, in case HPL is required to make such expenses for making other arrangements for effecting supplies, without prejudice to all other rights of HPL.
4. **CAPACITIES AND SUITABILITY OF VEHICLES**
5. 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 HPL on account of violation and/or breach of the weight and volume limits prescribed in all Government regulations and in the RTO Registration Book. HPL 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.
6. The CARRIER will ensure the vehicles provided are in perfect roadworthy condition and maintain all features necessary for smooth and safe transportation of products to their respective destinations.
7. The Consignments are required to be adequately covered with minimum 4(Four) layers of tarpaulins on the top and surroundings to the satisfaction of the OWNER out of which two layers at the top has to be waterproof / wax coated to protect the material from any kind of water ingress. In case of half bodied trucks, sufficient size of tarpaulin coverage to be given to both the sides of the truck.

At the bottom of consignment on platform of the truck, good quality / thick plastic sheet is required to be provided to avoid any damage to the packing of the consignment. If containerized trucks are provided by the CARRIERs then those have to leakage proof and have to be pre-checked. It is mandatory that Extra plastic liner (thickness not less than 100 microns) has to be provided with each truck as extra measures to protect the quality of goods from getting deteriorated during rainy season.

1. 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.
2. 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.
3. The CARRIER will ensure that in respect of all vehicles provided for transportation, the CARRIER shall arrange to take photographs of the driver, helper and the vehicle concerned before the vehicle’s taken inside the factory for loading and shall produce the same to HPL /

Police or such other persons as and when required. In case HPL decides to install any equipment for taking photographs of the drivers for purpose of security, the cost of such photographs will be borne by the CARRIER.

1. 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.
2. HPL may ask the CARRIERS to supply containerised trucks for carrying materials exclusively for some specific customers.
3. **ACCIDENT TO VEHICLE**
4. In case of any accident to the vehicle, the CARRIER will initiate action as per statutory requirements. Further, the CARRIER will intimate HPL and act in accordance with the instructions of HPL and will be governed by the internal procedures / documentation of HPL which the CARRIER has familiarized himself prior to the commencement of this Agreement.
5. The CARRIER will be responsible for providing alternate vehicle to salvage the product from the vehicle under accident at its own cost.
6. Recovery for any product loss from the CARRIER will be made at rates decided by HPL.
7. 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/GD to the nearest local police, as well as all concerned offices of HPL about the accident at their own expense and cost.
8. **MALPRACTICE**

It would be the responsibility of CARRIER to deliver right quantity of goods to HPL customer in good condition and on right time. In case of pilferage of materials from the product bags by tampering stitches or by damaging the product bags or by any other means whatsoever, HPL at its sole discretion, shall impose a penalty of Rs one Lakh (Rs 1,00,000/- only) in addition to recovery of all the direct and consequential losses arising out of such pilferage. For such losses of materials, Survey shall be done as per clause of Insurance Policy and insurance claim shall be raised based on submission of FIR (not GD) by concerned CARRIER. Further, HPL shall not be responsible, if such claims are not accepted by the Insurance Co.

If the crew of any vehicle provided by the CARRIER is involved in any malpractice, HPL will be entitled to suspend the operation of the vehicle and its crew forthwith and to conduct an investigation into such malpractice/s.

If however, the investigation reveals the involvement of the CARRIER / his employees / associates in such malpractice, HPL shall have the right to terminate the contract forthwith without any cost or consequence to HPL and/or recover the losses so incurred both direct & consequential arising out of such malpractice by the CARRIER.

Tampering in LR by the CARRIER or by the person engaged by the CARRIER, if detected, will be treated as malpractice. Defaulted CARRIER shall be penalized with a penal amount of Rs 10,000/- per incident in such cases.

1. **REJECTION DUE TO CONTAMINATION/INORDINATE DELAY**
2. The CARRIER shall ensure that any act or omission on his part or his crew does not contaminate the products entrusted to him by HPL 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 HPL or any other agency as may be determined by HPL, the contaminated product will be disposed off at HPL’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 HPL from the CARRIER.
3. In case of any inordinate delay in delivery beyond 7 days of the scheduled transit time, the consignment may get rejected and the defaulted CARRIER may be debited the Invoice value at sole discretion of HPL along with associated cost, if any, to issue replacement material to the consignee. The refund of the debited amount will be made upon the sale of the returned consignment deducting the loss of value, if any.
4. In case of any rejection of material by the customer on account of suspected contamination or inordinate delay, HPL would recover the entire cost of such material, so rejected, from the CARRIER. For the event of contamination, apart from realizing the loss from the CARRIER, HPL shall have the option of suspending and blacklisting the vehicle crew / vehicle / CARRIER.
5. In case, any consignment, part or full is required to be brought back to Haldia plant/HPL Godown at West Bengal because of any in transit issue where the concerned carrier is responsible, the original trip from Haldia to the point of delivery/incident will be deemed as futile trip. In case of diversion of the consignment to any other location for subsequent sale/salvage, carrier will be entitled for the freight payment from Haldia to the diverted location for the consignment, part/full as applicable.
6. 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.
7. 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 HPL, HPL shall be entitled to claim such damages, loss and expenses and other amounts as HPL 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.
8. **AGREEMENT PERIOD**

This agreement will come into effect from “…………………” (“**Effective Date**”) and will remain in force for period of 1 Year there from. It will also be open to HPL to extend the Agreement for further period as and when required at the sole discretion of HPL on the same terms and conditions.

1. **CONTRACT RATES**

**9.1.** HPLshall pay to the CARRIER freight rates as per the Rate Agreement to be executed between the Parties.

1. The freight rates will be exclusive of loading & unloading charges which would be borne by HPL and Consignee respectively.
2. The rates prescribed in the rate agreement will be inclusive of :
3. 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 in Rate Agreement are exclusive of all taxes payable in respect of the goods. These rates in Rate Agreement are also exclusive of applicable taxes.
4. 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.
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.

**9.3.4.** No escalation of any kind will be granted on any ground whatsoever, including but not limited to, increase in the cost of spares / tyres or levies as mentioned above. 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 16MT loadability per truck) shall be calculated on the basis of consumption of HSD @ 5.0 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 PSU outlets in Kolkata as notified in the pre-bid meeting.

 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 liter from the HSD rates considered in the prevailing freight rate.

iii)Notwithstanding the above, in order to avail of economic and operational efficiencies, CARRIERS are advised to top-up their trucks with HSD from the HPL Consumer Pump (“CP”) set up outside Gate # 2 of HPL plant on their way out after loading, on production of valid Lorry Receipt (LR) at the CP. Detailed terms, conditions and advantages of fuelling at the HPL CP is provided in the HPL CP Terms and Conditions document attached with this Agreement, and which may be also downloaded from the HPL Consumer Pump webpage.

1. The rate for a particular destination should be made applicable for such destinations which are not specifically listed in the Rate Agreement but which fall within a radius of 50 KM of the quoted destination.
2. In case a new freight destination is required which is falling beyond 50KM from the existing nearest freight destination, freight for such freight destination is to be finalized by extrapolating the applicable freight of the existing nearest freight destination.
3. The rates take into consideration that a single truck may be loaded with consignments requiring delivery at two or three points. The indicative volume of three points delivery may be to the extent of 10-25% of the total allocation to CARRIERS.
4. Tax will be deducted at source (TDS) as per applicable rate.

1. **CHUNGI / NAKA**

The CARRIER will undertake to observe all the formalities relating to Chungi / Naka at the check posts. The CARRIER will indemnify HPL / HPL’s customers / HPL’s associates against all losses damages arising due to the CARRIER’s non observance of the formalities and rules.

1. **SUBMISSION OF BILLS AND PAYMENT:**
2. The CARRIER must submit the bills, as per schedule determined by HPL, supported by Consignee’s acknowledgment in Original endorsed on LR 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 including POD are to be submitted by CARRIER to HPL Kolkata Office latest by the next month.

1. In addition to/in lieu of the existing process of the requirement of hard copy of freight bills along with Proof of delivery (POD- LR Acknowledged by Consignee) and other applicable documents, Carrier Freight bills for HPL to be submitted digitally by uploading the scanned POD and other applicable documents in the HPL VTS Portal or App / by mail as will be communicated.
2. The payments will be released only after verification of all the concerned documents, which are to be made available to HPL, to its full satisfaction.

Payment of CARRIER bills will be made by HPL at Kolkata, 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, after necessary adjustment of the accrued amount on account of refuelling from HPL Consumer Pump.

1. **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, HPL shall be entitled to forthwith forfeit the Security Deposit and shall have the right to terminate the Agreement. In case and as per requirement, HPL 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 HPL

1. **TRANSIT TIME**

The maximum acceptable delivery period (transit time) will be detailed out in rate agreement. In case of delays on the part of the CARRIER beyond the aforesaid acceptable delivery period (excluding holidays if they fall on the due delivery time and date and if the receiving point is closed on such holidays), HPL will be entitled, in addition to recovery of the loss / damage suffered by HPL, to levy late delivery penalty upon the CARRIER @ Rs 100/ MT/DAY for any delayed delivery beyond the stipulated period, unless any explanation acceptable to HPL is submitted in writing by the CARRIER. 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.

1. **TRANSHIPMENT**

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

Transhipment penalty shall not be applicable for Cluster-6 (NES). However, this will not dissolve the duties & liabilities of the CARRIERS for safe & sound delivery of the material to the consignee.

However, If any deviation is found where the CARRIER has transhipped the material without the written approval from HPL in the Clusters other than NES then the CARRIER may be blacklisted from HPL apart from other penalties imposed thereof. Therefore, written permission through e-mail in this case is mandatory.

1. **CLUBBING & MIXING**

Clubbing/ mixing of different consignments with HPL products or otherwise shall not be allowed. The company shall impose a lump sum penalty of Rs 10,000/- 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 shall not load any material other than HPL’s product issued from its plant/ warehouse, as indicated in GC Note and Invoice.

1. **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 HPL.

1. **EMD**

In the event of reverse auction, empanelled CARRIERs will submit an EMD of 5 Lakhs for HPL before every subsequent reverse auction cycle.

The EMD of all empanelled CARRIERs (including unsuccessful bidders) will be refunded within 7 days of signing of the Rate Agreements with successful bidders. The earnest money deposit will be forfeited in case the bidder fails to sign the Rate Agreement or fails to start the operations even after award of the Rate Agreement.

1. **TRANSIT INSURANCE**
2. Transit Insurance covering the value of transport consignments is required to be taken by the CARRIER towards fulfilment of obligations under this Agreement for which an additional amount of Rs 9/- per MT shall be allowed to the CARRIER.

For uniformity of the Transit Insurance cover, HPL shall take the Transit Insurance cover on behalf of the CARRIER, and for this purpose, HPL shall recover Rs 9/- per MT from the CARRIER’s Bill towards insurance premium.

1. Additionally, 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 HPL‟s/ HPL’s customers / HPL’s associates property. The CARRIER will produce for the perusal of HPL the original Insurance Policy and proof of payment of all Insurance Premium and charges in respect thereof as and when demanded by HPL.
2. In case of any loss due to shortage / damage / contamination / tampering / pilferage / water seepage of the bags during loading / unloading/ transportation up to 0.5% of Invoice Value per consignment will be recovered from the CARRIER’s bills based on joint endorsement on LR by the Consignee and the Carrier. 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 company. 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.
3. If it is found that any damage of consignment has happened due to gross negligence of the carrier in discharging contractual obligations, owner, at its sole discretion may decide to refrain from lodging insurance claim and the recovery of loss will then be made from the freight bill of the defaulting carrier.
4. **SECURITY**

The CARRIER is required to furnish a Security towards fulfilment of obligations under the agreement, for a value of Rs. 50.00 lakhs (Rupees fifty Lakhs only) in the form of non-interest bearing Cash Deposit and / or Bank Guarantee, to be submitted upon award of work and signing of Rate Agreement. For this purpose an additional amount of Rs 3/- per MT shall be allowed to the CARRIER.

The Security would be refunded at the end of the empanelment cycle on fulfilment of all obligations as referred in this Agreement.

Bank Guarantee, if provided, should be strictly as per format specified by HPL (Annexed herewith) and kept valid during the pendency of the agreement with a claim period of further six months, and issued from a nationalized bank or reputed private bank acceptable to HPL.

HPL shall have the right to recover all losses arising from CARRIER’s failure or negligence to comply with any of the terms and conditions of this contract, from CARRIER’s dues or the CARRIER can make good such losses to HPL, else it shall be lawful for HPL to invoke / appropriate/forfeit/adjust the entire Security or any part thereof.

HPL’s decision regarding the basis of computation and quantification regarding the quantity, quality and value of goods lost / damage suffered shall be final and not open to question by the CARRIER. This is without prejudice to the other legal remedies available to HPL.

In the event of termination of Agreement, the Security shall be released by HPL, subject to such adjustment and/or deductions on account of any obligations arising out of terms and conditions of this Agreement.

1. **VOLUME ALLOCATION:**

The volume of business as mentioned in the contract documents is only the indicative volume that will vary in day to day operation based on HPL business requirement.

CARRIER who will participate in tender process to provide his service in any of the given clusters, must be capable of taking up minimum % of the business volume as below or the declared volume as given by CARRIER in the “pre-qualification bid”, whichever is higher:

|  |  |  |
| --- | --- | --- |
| Cluster- 3, 4, 5, 10, 11 | : | 30% |
| Cluster- 1, 7, 8, 9 | : | 40% |
| Cluster- 2, 6 | : | 60% |

However, HPL at its sole discretion shall allocate any percentage of business volume of stated clusters to the CARRIERs at their agreed rate depending on the total volume of business and number of CARRIERs selected for that particular cluster.

It is understood that there is no commitment by HPL to any particular volume of business in any of the destinations/ clusters allotted to the CARRIER and the same is likely to vary from time to time. HPL’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.

HPL Management reserves the right to change Cluster and use services of any CARRIERs in any cluster during the contract period in case of exigency.

1. **PLACEMENT AND PERFORMANCE**
2. If at any time during the currency of this Agreement, the CARRIER fails to provide vehicles for transportation within the specified time as directed by HPL or fails to transport the goods within the period as stipulated or fails to perform any other obligation specified in this

Agreement, HPL 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 and transport the goods at risk and cost of the defaulting CARRIER. The CARRIER at default undertakes to reimburse to HPL all additional expenses incurred by HPL in this connection. HPL will also have the right to recover the losses from the CARRIER, which it suffers due to non-placement of vehicles in time, by the defaulting CARRIER.

1. The CARRIER shall provide vehicles and ensure necessary arrangements to collect the goods from HPL’s installation, as directed by HPL, latest by 4 PM. of the day following that on which such direction/advice through telephone/fax/written intimation/electronic mail is given by HPL to the CARRIER or his representatives. However 75% of the total trucks requisitioned must report at plant by 12 noon for collection of goods. It will be the CARRIER’s responsibility to ascertain such requirement from authorized representative of HPL on daily basis in between 5:30 PM and 7:30 PM for the following day’s requirement. Non-availability of CARRIER or CARRIER’s representative to receive such direction or intimation of requirement from HPL’s will make the CARRIER responsible for all consequences to HPL thereof.

In Order to meet immediate demand, HPL may issue indent for trucks to be placed on the same day.

1. Failures on part of the CARRIER to comply with the said intimation will entitle HPL to make alternate arrangements for transportation of goods. In such a case, the excess cost of transportation, which HPL will have to bear, shall be recovered from the CARRIER by adjusting the said amount of cost from the amount of outstanding bills and/or Security Deposit.

1. In case of failure on part of the CARRIER to provide requisite number of vehicles for transportation of the goods within specified time as per advice of HPL, it will entitle HPL at its sole discretion to levy a penalty of Rs. 300 / MT per day as non-placement penalty over and above the other actions HPL would be entitled to initiate as per above paragraph 21.1, 21.2 & 21.3.
2. Any excess placement in the past will not be adjusted against the present failure for the purpose of determining penalty.
3. 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 HPL in this regard will be final.
4. Around 5% of the indicated total volume of Polymers will be in the form of Powder packed in 20 Kg bags which needs to be transported along with granules. Considering the difference in load-ability between granules and powder, a reasonable separate freight rate will be worked out for carrying polymer powder on per MT basis. This will be announced at the time of award of contract. The rate as fixed by HPL will be binding for all transporters and all destinations. The duties and responsibilities of the carriers remain unchanged for despatch of powder.
5. In case, HPL plans to despatch Polymer Granules packed in FIBC [Flexible Intermediate Bulk Container] bags of 500 KG – 1000 KG each, the terms and conditions of this Agreement remain unchanged**.**
6. **FORCE MAJEURE**
7. Neither party shall be under any liability for failure to comply with the terms and conditions of this Agreement if such failure is due to act of public enemy, acts or failure to act by the other party, acts of civil or military authority, governmental priorities, and strikes or other labour disturbances, cyclone, earthquake, fire, flood, epidemics, embargoes, war and riots.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (seventy two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

1. The parties shall ascertain the particulars of such cause or causes as soon as possible and the parties shall meet to discuss the measures or actions each will take to alleviate or minimize the impact of the Force Majeure event, such meeting (s) to occur at intervals as appropriate.
2. If a force Majeure event prevents the CARRIER from performing a portion of the Agreement, then the CARRIER shall perform such other portions of this Agreement and each party shall continue to take all actions within its respective power to comply as fully as possible with the terms of this Agreement.
3. If a force Majeure event continues for a period of 60 days or longer, and which cause or causes have a material adverse effect on this Agreement, then either party shall have the right to cancel the portion of this Agreement that is affected by the force Majeure event or terminate this Agreement and neither party shall be held liable for any loss, damage or delay suffered by the other party due to a force Majeure event.
4. **TERMINATION**

Notwithstanding anything hereinabove contained, in the event of the CARRIER being adjudicated insolvent, or being a Company resolved or ordered to be wound up, then in such event, the Agreement shall automatically stand terminated and in the event of breach, default or violation of any of the terms hereof by the CARRIER or for any reason whatsoever, HPL shall be at liberty to terminate this Agreement forthwith and without prejudice to all other rights and claims of HPL under this Agreement and the CARRIER shall not be entitled to any claim for loss, compensation or damage arising out of any such early termination.

1. **INDEMNITY**

CARRIER hereby agrees to indemnify and hold harmless HPL, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against HPL by or on behalf of any person, body, authority whosoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which HPL 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 HPL’s other rights HPL will be entitled to deduct from any dues payable to the CARRIER, the amount payable by HPL 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.

HPL 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. HPL shall not be liable for any theft, loss, damage or destruction of any property of the CARRIER or his employees lying in

HPL’s premises for any cause whatsoever.

1. **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 HPL. HPL 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 HPL.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **ARBITRATION**
2. Any dispute or difference of any nature whatsoever, any claim, cross claim, counter claim and set off by HPL against the CARRIER or regarding any rights, liability, act omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the sole arbitrator to be nominated by HPL. It is also a term of this contract that no person other than a person nominated by HPL as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the Agreement subject to the modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
3. The award shall be made in writing and published by the arbitrator within three months after entering upon the reference or within such extended time not exceeding further six months as the sole arbitrator shall think fit. The parties shall be deemed to have irrevocably given their consent to the arbitrator to make and publish the award within the period referred to herein above and shall not be entitle to raised objection or protest thereto under any circumstances whatsoever.
4. The arbitrator shall have power to order and direct either of the parties to abide by observe and perform all such directions as having regards to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all power under the Arbitration and Conciliation Act, 1996. The seat of the arbitration shall be at Kolkata and the arbitration shall be conducted in English Language.
5. **JURISDICTION & GOVERNING LAW**

The Contract shall be governed by and construed according to the laws in force in India and Courts at Kolkata shall have exclusive jurisdiction.

SIGNED AND DELIVERED By SIGNED AND DELIVERED By

the within named M/s the within named M/s.

Haldia Petrochemicals Ltd

in presence of in the presence of

WITNESS WITNESS

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2 ……………… 2 ………………