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

This Rate Agreement made at Kolkata this ……… day of ……… 2020 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, Bengal Eco Intelligent Park, Tower-1, Block-EM, Plot No. 3, Sector-V, Salt Lake, Kolkata - 700091 (hereinafter referred to as 'HPL' or ‘Owner’, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, representatives and permitted assignees) of the ONE PART

 AND

M/s. **……………………………,** having registered office at ………………………………………………… (herein after referred to as the ‘Carrier’, which expression shall unless repugnant to the context or meaning thereof mean and include its heirs, executors and administrators) on the OTHER PART:

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

# **APPLICABLE FREIGHT RATES**

Applicable freight rates from Haldia Plant to Consignees at respective delivery destinations are as mentioned in the annexure-1 document. The freight rates mentioned in the annexure are inclusive of Rs 3/- per MT towards providing of Security Deposit (in the form of Bank Guarantee or Cash Deposit) and Rs 9/- per MT towards obtaining of Transit insurance cover.

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 16 MT loadability per truck) shall be calculated on the basis of consumption of HSD **@ 5.0 KM per liter** 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 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.

# **TRANSIT TIME**

Applicable Transit Times from Haldia Plant to Consignees at respective delivery destinations are as mentioned in the annexure-1 document.

1. **BUSINESS:**

Following Cluster(s) and respective destinations are being allotted to the CARRIER:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Cluster No. |  |  |  |  |  |  |

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.

**4. VALIDITY OF AGREEMENT**

This Agreement shall come into force from ………… and shall remain valid till ……. The Agreement shall be extendable by mutual consent and subject to approval of both the parties.

IN THE WITNESS WHEREOFF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month and year first above written.

SIGNED AND DELIVERED By SIGNED AND DELIVERED By

the within named the within named

M/s. **Haldia Petrochemicals Ltd** M/s.

Name: Debi Prasad Patra Name:

Designation: Whole-time Director Designation:

In presence of In presence of

WITNESS: WITNESS:

1. 1.

2. 2.