

WORK CONTRACT AGREEMENT

(On non-judicial stamp paper of Rs.100/-)

INDIAN OIL CORPORATION LIMITED (MARKETING DIVISION)

THIS AGREEMENT made this _____ day of _____ 20 two thousand _____ between Indian Oil Corporation Ltd. (Marketing Division) A company incorporated under the Companies Act 1956 and having its Registered office at Indian Oil Bhawan, G-9 Ali Yavar Jung Marg Bandra (East), Bombay-400051 hereinafter called expression shall include its successors and assigns) on the one part and M/s. _____ Limited a company incorporated under the Indian Companies Act _____ and having its Registered Office at _____

Hereafter called "the contractors" is heirs, executors, (which administrators ex and assigns/partner or partner s for the time being constituting the said firm their or his survivors and their respective heirs, executors, administrators and assign/its successors and assigns of the other part. WHEREAS the Contractors is/are desirous of carrying out the work of a haulage, clearing and forwarding agent for the Corporation and WHEREAS the Corporation has agreed to appoint the Contractors upon the terms and conditions hereinafter recorded NOW THIS AGREEMENT WITNESSTH AND IT IS HERE BY AGREED by and between the parties hereto as follows:

- 1) The contractors will provide all the equipment and manpower required for carrying out any of the work assigned to them as detailed in schedule of rates attached hereto, by the corporation under this contract by the Depot Superintendent /installation Manager or his down delegate authority at _____ Depot/Installation.
- 2) The Corporation shall pay to the Contractors for the performance of the various works at the rates specified in Schedule attached hereto. The said Schedule of Rates may be altered from time to time by mutual consent of the parties and upon such amended schedule of rates being signed by the parties hereto the same shall there upon from part of this agreement. Such amended schedule of rates shall become effective as from the date specified in such amended schedule.
- 3) The contractors shall submit to the Depot Superintendent / Installation Manager bills every month by a stipulated date and in the form prescribed by the Corporation to which the Contractors is/are attached.
- 4) That the compliance of all Government Rules and Regulation regarding employment and working Conditions of personnel, including various statutory facilities shall be

provided by the contractors. The contractor will be responsible for any fines for non-compliance of any such rules.

- 5) The contractors shall maintain all records as required under the Factories Act/Payment Of Wages Act/ Workmen Compensation Act/Employees State Insurance Act or any other Act in force at that time. These records will be open for when required.
- 6) The contractors will be liable for any loss contractor's any employee third party resulting from or fire , leakage, negligence, explosion, accident or any other cause in carrying out the work assigned to them and the contractors shall indemnify and keep the corporation indemnified against any such losses or damage and shall pay to the Corporation such amount as the corporation may be called upon by law to pay.

All labour, workmen and persons employed by the contractor condition, payment liabilities retrenchment, compensation or any other labour liability in respect of such persons would attach to the corporation and the contractors will have to indemnify the corporation against the same.

- 7) The contractors will make good to the corporation any losses arising from: -
 - a) The confiscation by Government or local authorities of any goods delivered to the contractors for transportation clearing forwarding.
 - b) Loading unloading or in transit. It is to be clearly understood that the property in the goods in possession or power of the agent will remain in the sole and absolute property of the corporation provided however that the said agents will be liable for any loss or damage to the said goods and their liability will not be merely that of a bill.
- 8) That the contractors agree to employ competent and efficient employees and operators to ensure that work is done correctly. Any loss caused on account of contractors employees negligence or any other sub agents excluding road transport employed by him, theft, default or any commission or conduct shall be made good by the contractors. Contractor inside the corporations depot/installation.
- 9) The contractors agree /agree to clear / forward consignment by rail /road//air or water within a reasonable time of being asked to arrange for the same. Any damage/stores / other charges levied by the transporters or storage owners would be to the contractors account unless he or they are able to prove that they are not allowed sufficient time for carrying out the duties. The contractors will also be responsible for the safe conduct of goods in transit with them.

- 10) In the event of the contractor's failure time. The contractor shall be liable to make good to the corporation any extra expenses that may be incurred by the corporation in making other arrangements for carrying out the work.
- 11) The rates specified in schedule attached here to or in substituted as provided here under will apply under all working conditions and the contractors will not be entitled to any extra allowances.
- 12) Any octroi /terminal other taxes, wharfage or landing charges paid by the contractor will be reimbursed by the Corporation on production of original receipt payment of demurrage and such other charges which may arise due to negligence/tardiness of the contractor shall not be covered under the above unless such payment are admitted by the corporation for reimbursement.
- 13) The contractor will deposit a sum of _____ (Rupees _____
_____) , Which the corporation for the due performance of the work corporation to appropriate the entire deposit or any part thereof against damages, costs, charges or expenses arising out of the contractor failure to observe any of the terms and condition of the contract. This is without prejudice to the other remedies under the law open to the corporation.
- 14) The contractor shall be responsible for and shall pay any compensation to their employee's payable under the workman's compensation the injuries caused to the workman. The contractor shall be responsible for any pay the expenses for providing medical treatment to any employees who may suffer any bodily injury as a result of accident. The contractor shall be liable for the all payment to has their staff employed for the performance of carrying out of the said work and the corporation shall in no event be liable or responsible for any payment and the contractors shall keep the corporation the corporation indemnified against the same and from all proceeding in respect thereof.

In every case in which by virtue of the pr compensation Act.1923 the corporation is obliged to pay compensation to a workman employed by the contractors in execution of the works the corporation will recover from the contractors the amount of the compensation so paid and without prejudice to the rights of the company under section 12, subsection (2) of the said act. The corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the corporation to the contractors whether under this contract or otherwise.

The corporation shall not be bound to contest any claim made against it under section12, subsection (1) of the said Act except on the written request of the contractors and upon

his giving to the corporation full security for all costs for which the corporation might become liable in consequence of contesting such claim.

- 15) The corporation reserves the right to award parallel contract or to terminate this contract at any time after giving two month's notice.
- 16) In case of any dispute or difference arising out of this Agreement the matter shall be referred to the sole arbitration of Director(Marketing) of contracting Corporation or to some officer of the Corporation who may be nominated by the Director(Marketing) of contracting Corporation, whose decision shall be final and binding on the contractor. The contractor has/have agreed to this reference knowing fully well that the Arbitrator so agreed is the manager of the corporation and it shall not be opened to him /them to challenge the reference and award on this ground.
- 17) The contract is valid for three years on the same rates, terms and conditions.
- 18) The contractors shall pay E.S.I.C. Corporation (Employees) and shall be responsible for recovery and remittance of employee contribution. The contractors shall maintain all records as stipulated under E.S.I.C. Act.
- 19) Any goods in the custody or power of the contractors at the time of termination of contract by efflux of time or by notice or otherwise however shall be handed over to the Corporation Property
- 20) The contract shall be valid w.e.f. _____ to _____

Signed and delivered on
behalf of the INDIAN OIL
CORPORATION LTD.

In the presence of

Witness Name:

Witness Signature

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behalf of the INDIAN OIL
CORPORATION LTD.

In the presence of

Witness Name:

Witness Signature

