



ADDITIONAL TERMS AND CONDITIONS (FOR ROAD LOGISTICS SERVICES)

[Note: This 'additional terms and conditions for road logistics services are supplemental to the general conditions of contract (for general services). This document is not to be used in isolation and shall always be issued to prospective logistics services provider as an attachment to the 'general conditions of contract' (GCC).]

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1. Definitions and Interpretation

1.1 Unless the context otherwise requires, the terms capitalized and used herein, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein or as may be specifically defined in any other document which is part of the SO Documents:

Consignee	shall mean the Person identified as the recipient of the Consignment in the Consignment Note.
Consignment	shall mean the goods, machinery, equipment, raw material, semi-finished goods, finished goods, drum and barrels, spare parts, accessories or any other material, whether loose or packed, that is handed over to the Contractor by the Consignor for delivery to the Consignee under a particular Consignment Note.
Consignment Note	shall mean the document issued by the Contractor specifying the details of the Consignor, Consignee, Consignment, place of loading, place of unloading and other details relating to the Services, in accordance with the requirements mentioned in Clause 3.1.
Consignor	shall mean the Person identified as the dispatcher of the Consignment in the Consignment Note.
Contractor Personnel	shall mean all the employees, sub-contractors, agents or labour engaged by the Contractor, including drivers, workers, loading staff and unloading staff.
Government Authority	shall mean the Government of India, any state government, any local, regional, territorial or municipal government or quasi government, ministry, government department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial, regulatory or administrative body or any other state utility having or purporting to have jurisdiction over the SO Documents, or any portion thereof and performance of the obligations and exercise of rights of the Parties in accordance with SO Documents, or any matter arising from or in connection with the SO Documents.
GPS	shall have the meaning ascribed to the term in Clause 3.3.2.
MV Act	shall mean the Motor Vehicles Act, 1988.
Services	shall mean the Transportation, safe custody and any other services required to be performed by the Contractor, to ensure safe Transportation from the place of loading to place of unloading, in accordance with the terms of the SO Documents.
Transportation	shall mean the carriage of the Consignment as per the requirements mentioned in Clause 3.5 and in accordance with the terms and conditions stipulated in the SO Documents.
Vehicles	shall mean the vehicles, to be used by the Contractor to perform the Services, as specified in Clause 3.3 and in accordance with the requirements stipulated in the SO Documents.

1.2 This additional terms and conditions of contract (for road logistics services) shall

form part of the SO Documents. Unless the context otherwise requires, all documents forming part of the SO Documents are intended to be correlative, complementary and mutually explanatory. Notwithstanding the sub-division of the SO Documents into sections, every part of each document shall be deemed to be supplementary to and complementary of each other. The SO Documents shall be read and construed together as a single document. In the event of any inconsistency, between the text of the general conditions of contract and additional terms and conditions of contract (for road logistics services), the additional terms and conditions of contract (for road logistics services) shall prevail.

2. Scope of Work

- 2.1 The detailed Scope of Work shall be specified in the Service Order and the Specifications. The Contractor shall be liable to Transport the Consignment from the place of loading to the place of unloading, as may be specified in the Consignment Note and in the SO Documents.
- 2.2 The Contractor shall perform the Services (i) in an efficient and diligent manner; (ii) as per the destination routes specified in the SO Documents; (iii) at the rates specified in the SO Documents; and (iv) in accordance with the terms of the SO Documents.
- 2.3 Apart from the Services, the Employer may request the Contractor to perform certain additional services. The Contractor shall perform such additional services on the terms and conditions that may be mutually agreed between the Parties prior to commencement of such additional services.
- 2.4 The Employer shall not be liable to pay any extra charges, to the Contractor, for any reason whatsoever, once the Contractor accepts the terms and conditions of the SO Documents. The Employer shall not be liable if the Contractor, after signing the SO Documents, considers that the Contractor has misjudged the nature and scope of Services.

3. Conditions for Transportation of Goods

3.1 Issuance and Acknowledgment of Consignment Note

- 3.1.1 In respect of the Transportation, the Contractor shall prepare a Consignment Note as per the terms and conditions specified in the Service Order and submit the same for the Employer's approval prior to dispatch of the Consignment. Each of the driver, Consignor and Consignee shall be given one (1) copy of the approved Consignment Note and the Contractor shall retain one (1) copy. The issuance of the Consignment Note by the Contractor shall be deemed as an acceptance of the obligations pertaining to Transportation and performance of the Services by the Contractor.
- 3.1.2 The Consignment Note shall clearly and legibly indicate the following information:
 - (a) date of issuance of Consignment Note;
 - (b) registration number(s) of the Vehicle(s);
 - (c) weight, size, dimension and number of packages in Consignment;
 - (d) mode of packaging (such as wooden case, loose cartons, drum, gunny bag);

- (e) details of place of loading and place of unloading;
- (f) details about the Consignor and Consignee;
- (g) e-way bill number;
- (h) total distance for the Transportation (to be mentioned in 'kilometres');
- (i) description of the Consignment;
- (j) value of the Consignment;
- (k) freight details (if any); and
- (l) any other details as may required under the applicable laws.

3.2 Collection of Consignment

- 3.2.1 The Contractor shall collect the Consignment at such time and location, as specified in the Service Order or as may be notified by the Employer, and shall ensure that the Consignment is collected in accordance with the Service Order and/or the Employer's requirements, as may be notified to the Contractor.
- 3.2.2 The Contractor shall coordinate with the Employer's representative, other contractor(s) and third parties, including customs house agent, shipping line companies, port authority or airport authority, as may be relevant, to schedule the deployment of Vehicles to collect the Consignment and perform the Services in accordance with the SO Documents.
- 3.2.3 The Contractor shall, while collecting the Consignment from the location specified for loading of the Consignment, verify the quantity, quality and the packaging of the Consignment, against the description of the Consignment as provided in the Service Order, Consignment Note or any other documents provided to the Contractor by the Consignor or the Employer. In case of any discrepancy in the Consignment from the details mentioned in the Service Order, Consignment Note or any other documents provided (such as loading quantities, place of loading or description of the Consignment), the Contractor shall immediately communicate the same to the Employer's representative and shall initiate any further action, as may be communicated to the Contractor by the Employer's representative. The Contractor shall proceed with collection of the Consignment only upon receipt of written approval from the Employer accepting such discrepancy.
- 3.2.4 The Contractor shall, after loading the Consignment, secure the Consignment and the Vehicle adequately with chains, slings, ropes or such other materials as appropriate, to ensure that the Consignment is securely fastened to the Vehicle, adequately protected and no loss or damage is caused to the Consignment during the Transportation. If the Transportation is being carried out in the monsoon seasons or during wet weather conditions, the Contractor shall ensure that the Consignment is covered with water proof materials preventing water ingress into the Consignment.
- 3.2.5 The Contractor shall ensure that, along with the Vehicle(s) and the drivers, a dedicated representative of the Contractor is present at the time and location specified in Clause 3.2.1 above. Such representative shall oversee the loading and securing of the Consignment in the Vehicle(s), completion of documentation in respect of the Consignment and any other loading related formalities

(including any administrative or liaison assistance). On completion of all activities and formalities as specified in this Clause 3.2.5, the Contractor's representative shall obtain an endorsement from the Consignor, on the Contractor's copy of the Consignment Note, evidencing the Consignor's acceptance of the Contractor having collected the Consignment for Transportation.

3.2.6 The Contractor shall ensure that all the documents related to the Transportation, which may be required for performance of the Services and required to be obtained and maintained under the applicable laws, are obtained and maintained by the Contractor. Any detention, delay or losses caused due to non-compliance with the requirements of this Clause 3.2.6 shall be to the Contractor's account.

3.2.7 The Contractor shall collect all the necessary documents from the Consignor to deliver the same to the Consignee, including:

- (a) a copy of out of charge copy of bill of entry (only for offshore Consignment);
- (b) packing list;
- (c) delivery challan copy, if any;
- (d) copy of the Consignment Note for Consignee and the driver;
- (e) road permits and/or e-way bills;
- (f) store gate pass cum challan - returnable/non-returnable, if applicable;
- (g) insurance certificate, if applicable;
- (h) invoice copy, if applicable; and
- (i) any other document required and applicable for the performance of the Services.

3.2.8 The Contractor shall be responsible for complying with the Central Goods and Services Act, 2017 and the Central Goods and Services Tax Rules, 2017 (as amended from time to time) and shall ensure that a duly filled e-way bill is generated before the start of Transportation, in accordance with the provisions thereof, as well as any extension, amendment and cancellation thereof. Any fine or penalty incurred due to non-compliance of the Central Goods and Services Act, 2017 or the Central Goods and Services Tax Rules, 2017 shall be borne by the Contractor. In the event the Employer is required to pay such fine or penalty, the same shall be recovered from the Contractor at actuals.

3.2.9 The Contractor hereby agrees and acknowledges that in case the Contractor delays, defaults or fails to collect the Consignment, in accordance with the Service Order and/or the Consignment Note, then the Employer shall have the right to levy Delay Liquidated Damages for such delay, default or no-show, in accordance with the terms specified in the SO Documents. In the event of no-show by the Contractor beyond the time period as may be specified in the Service Order, the Employer shall have the right to engage a third-party to

complete the Contractor's obligations for Transportation. In such an event, the Employer shall, in addition to the levy of Delay Liquidated Damages, also have the right to debit the Contractor's account by an amount equivalent to the difference between the rate agreed between the Parties and the rate at which a third party carrier is arranged.

3.3 Vehicles

- 3.3.1 The Contractor shall, for the purpose of Transportation, deploy suitable Vehicles, which shall be appropriate to perform the Services in terms of size, load, quality and capacity of the Vehicle. The Contractor shall make available such type and number of Vehicle(s), as specified in the Consignment Note, Service Order, Specifications or as may be notified by the Employer. The Consignment Note shall state the number of Vehicle(s), number of containers and other specific details, to identify the Vehicle.
- 3.3.2 The Contractor shall ensure that all Vehicle(s) provided by the Contractor for Transportation are available in good working condition and are acceptable to the Employer. Such Vehicle(s) shall be compliant with the applicable laws, including the MV Act and Central Motor Vehicles Rules, 1989, and shall be adequately equipped with global positioning system ("GPS") based tracking devices.
- 3.3.3 The Contractor hereby agrees and acknowledges that the Vehicles shall:
- (a) have a clear loading surface;
 - (b) carry minimum 3 (three) useable tarpaulins (in good condition so as to provide adequate protection to the Consignment from rain);
 - (c) have wooden/ steel angles and supports as necessary or prescribed by the Employer; and
 - (d) have a copy of a current and valid pollution under control certificate.
- 3.3.4 The Contractor shall manage and monitor the Vehicle movement and record accurate loading and unloading of the Consignment. The Contractor shall ensure real-time tracking of Vehicles through GPS based devices and provide the Employer with e-mail updates regarding the same every twenty-four (24) hours. The Contractor shall depute representatives to facilitate tracking and feeding of real time updates, including provision of an event-wise daily status report to the Employer. Any exceptions or abnormality shall be forthwith reported to the Employer's representative. If required by the Employer, the Contractor shall provide the access to GPS tracking facility of the Vehicles to the Employer's representative. The Contractor shall enable tracking of Vehicles using its own resources and at no cost to the Employer whatsoever.
- 3.3.5 The Contractor shall follow the applicable law including in respect of weight regulations, speed regulations and the operating rules applicable to the Vehicles at the place of loading, transit routes and place of unloading.
- 3.3.6 The Contractor shall ensure that the load bearing capacity of the Vehicle(s) does not exceed the maximum load bearing capacity, as permitted under the MV Act or the rules framed thereunder or as may be specified under any other applicable laws. The Contractor shall not load the Vehicle beyond the gross vehicle weight mentioned in the registration certificate of the Vehicle whose registration number is mentioned in the Consignment Note. The Contractor shall neither combine two or more of the loads into a single Vehicle when the Employer has engaged and is making payment for separate loads, separate trips and separate

Vehicles nor shall the Contractor carry the goods of a third party in the same Vehicle which is being used for the Transportation or part thereof.

- 3.3.7 The Contractor shall operate the Vehicles at its own risk and cost and the Employer shall, in no way, be held responsible for any damage or loss caused to the Vehicle at any time whatsoever. The Contractor shall be solely responsible to arrange for the proper parking of the Vehicle, arising out of or in connection with the performance of the Services.
- 3.3.8 The Contractor shall ensure that the walls, floor, roof, doors, door seals, weatherproofing and locking devices of the Vehicles are in a satisfactory condition as determined by the Employer. The Contractor shall check and certify the Vehicles before loading the Consignment.
- 3.3.9 The Contractor shall ensure that deployed Vehicles work under all weather conditions, unless otherwise permitted by the Employer's supervisory personnel. The Vehicles shall be installed with fully functional headlight, taillight, reverse horn, rear view mirror(s), fire extinguishers, back horns, side latching or any other requirements as per the applicable laws.
- 3.3.10 In the event that the Employer requires immediate performance of any part of the Services, then the Contractor shall make best efforts possible to ensure that the required number of Vehicles with the required capacity(ies) are available to the Employer within the time prescribed by the Employer (in case of emergencies or exigencies) or maximum within a period of twenty four (24) hours from the time the Employer or the Employer's representative requests for the same to the Contractor.
- 3.3.11 If the Employer is of the opinion that the Vehicle(s) does not meet the quality criteria set out in this Clause 3.3 and/or any specific criteria informed in advance by the Employer to the Contractor, the Employer shall have the right to reject and return the Vehicle(s) under consideration and require the Contractor to replace the Vehicle(s). In the event of such rejection by the Employer, the Contractor shall provide replacement for the rejected Vehicle at least twenty-four (24) hours prior to the loading time (as specified in the Consignment Note). The replacement Vehicle(s) shall also meet with the criteria and requirements set out in this Clause 3.3. If the Contractor fails to provide the replacement Vehicle(s) within the time limit stipulated above or the replacement Vehicle(s) does not meet the criteria and requirements set out in this Clause 3.3, then the Employer shall, without prejudice to the other rights available to the Employer under the SO Documents or applicable law, have a right to claim liquidated damages from the Contractor in terms of Clause 8.
- 3.3.12 In the event any fines or penalties are levied by any Government Authority due to breach of any of the requirements and criteria set out in this Clause 3.3, including the availability of insufficient or improper document(s) in the Vehicle, the Contractor shall be solely responsible and liable for such fines or penalties.

3.4 Contractor Personnel

- 3.4.1 The Contractor shall be solely responsible to appoint all the Contractor Personnel for and in relation to the performance of the Services. The Contractor shall ensure that the Contractor Personnel are qualified, trained, experienced and licensed to perform the work assigned to such personnel. The Contractor shall ensure that the Vehicles engaged for the Services have at least such number of drivers as specified in the Service Order. The Contractor shall ensure that the drivers are aware of the instructions and requirements they are to follow

for reporting of any accident/ damage and written copies of these instructions and requirements should be available in the Vehicle. The Contractor shall also ensure that drivers shall, at all times, carry mobile phones, which are in working condition and accessible during the performance of the Services. The Contractor shall share the mobile numbers of the Contractor Personnel with the Employer.

- 3.4.2 In case of hydraulic trailers, the Contractor shall also ensure a provision of an escort team, of such number of members as may be specified in the Service Order, so as to provide any kind of assistance in case the hydraulic trailer becomes disabled. The Contractor shall share the details of such members of the escort team with the Employer before the commencement of the Transportation.
- 3.4.3 The Contractor shall provide the Contractor Personnel, with all the information and documentation, as may be required by the relevant Contractor Personnel to perform the Services safely, professionally and in accordance with the requirements mentioned in the SO Documents.
- 3.4.4 The Contractor shall ensure that the drivers of the Vehicles are:
 - (a) adequately experienced and trained to drive the allotted Vehicle safely;
 - (b) in good health and are not subject to deafness, defective vision or any other infirmities which render the driver unfit to efficiently perform his duties;
 - (c) not involved in illegal activities; and
 - (d) not under the influence of alcohol or drugs of a narcotic or hallucinogenic nature, at any time during the performance of the Services.
- 3.4.5 The Contractor shall inform all the Contractor Personnel about the danger related to Transportation, lifting, handling and tilting of over dimension consignment (ODC) or any other Consignment that can be hazardous. The Contractor Personnel shall also be informed about other details like material safety, data sheet and the environmental impact arising from use of fuels and lube oils, and spillage and disposal of harmful items used in automotive industry.

3.5 Transportation

- 3.5.1 The Contractor shall be responsible for smooth and timely Transportation. The Contractor shall use the shortest route for Transport from the place of loading to place of unloading. During the Transportation, the Contractor shall be solely responsible for clearance of Vehicles, wherever required, including at check-posts and state border entry points.
- 3.5.2 The transit time shall be calculated excluding the date of loading but shall include the date of unloading. The distance for the purpose of calculation of freight, to be paid to the Contractor in relation to or in connection with the SO Documents, shall be calculated as per the shortest established route to travel from the place of loading to place of unloading, as evidenced by satellite based navigation systems or GPS systems.
- 3.5.3 Notwithstanding Clause 3.5.2 above, in case a longer route becomes necessary due to valid and unavoidable circumstances, the Contractor shall intimate such longer route to the Employer in advance and subsequently produce documentary evidence supporting such requirement of a longer route, such as news clippings, photographs of road obstructions, diesel filling bills, endorsement from relevant public works department and/or proof of check

posts crossed during the Transportation as confirmed by the relevant road transport authority. In case the Employer determines, at a later date, that the Contractor adopted a route shorter than the claimed longer route, the freight paid for the excess distance and any other overhead costs incurred by the Employer shall be recovered from the Contractor's Running Account Bills or outstanding bills.

- 3.5.4 In the event the Employer requires the Contractor to Transport the Consignment to some other destination or requires the Contractor to take up a different route for the Transportation, then the Contractor shall take such route as suggested by the Employer.

3.6 Transshipment

- 3.6.1 The Contractor shall carry the Consignment by road, on a 'direct delivery' basis without any transshipment, unless specifically agreed between the Parties in writing. The Consignment, that is being Transported on a 'direct delivery' basis, can be transhipped midway, if the transshipment is absolutely required owing to bona-fide reasons and pursuant to the Employer's prior approval. Notwithstanding the above, transshipment shall not be permissible if the Consignment is being Transported through hydraulic trailers.

- 3.6.2 The Contractor shall furnish detailed information about transshipment of the Consignment to the Employer. The transshipment of the Consignment shall take place under the supervision of the Contractor's representative or supervisor, to ensure that no loss or damage is caused to the Consignment. Any loss or damage caused to the Consignment due to transshipment shall be borne solely by the Contractor.

- 3.6.3 In the event the Consignment is damaged during the transshipment, the Contractor shall ensure that the damaged Consignment is delivered to the Employer, without any costs. The Contractor shall pay to the Employer, all the costs and expenses incurred by the Employer towards repair, replacement, return, freight, personnel expenses, Taxes, statutory charges and other incidental expenses related to the damaged Consignment, to the extent such costs and expenses are not settled by the underwriter or insurance, for any reason whatsoever.

3.7 Delivery and Unloading

- 3.7.1 The Contractor shall be solely responsible for the safe and timely delivery of the Consignment at the place of unloading. The Contractor shall ensure that the Consignment is delivered in right quantity, in proper condition and without any pilferage within the time stipulated in the Consignment Note and/or the SO Documents for unloading of Consignment.

- 3.7.2 The Contractor shall deliver the Consignment at the destination specified in the Consignment Note, as the place of unloading and in the same condition as received by the Contractor. The Contractor shall unload the Consignment at the place of unloading during the working hours of operation (preferably 09:00 am to 06:00 pm) on days on which the banks are open for business. In case the Vehicle reports at the site of unloading after 06:00 pm, then the specified time of unloading shall start from 09:00 am of the next day on which the banks are open for business.

- 3.7.3 If the Contractor fails to deliver the Consignment on time or achieve Completion as per the terms of the Completion Schedule, then the Employer shall have the right to levy Delay Liquidated Damages in accordance with Clause 8.

- 3.7.4 The Contractor shall ensure that a dedicated representative of the Contractor is present at the time and location specified in the Consignment Note and remains present until the Consignment has been unloaded from the Vehicle(s). Such representative shall assist the Employer and/or the Consignee in documentation and other formalities and provide such administrative and liaison assistance as the Employer and/or the Consignee may require for proper delivery of the Consignment.
- 3.7.5 The Contractor shall, along with the Consignment, deliver all the documents as specified under Clause 3.2.7 to the Consignee, and receive an acknowledgment thereof from the Consignee, evidencing the receipt of the documents by the Consignee. In the event the Contractor fails to deliver the Consignment or the documents as per this Clause 3.7.5, then the Employer shall, without prejudice to the other rights available to the Employer under the SO Documents or provided under applicable laws, have a right to claim Shortfall Liquidated Damages from the Contractor in terms of Clause 8.
- 3.7.6 After unloading of the Consignment, the Contractor shall ensure that the Consignee, upon inspection of the Consignment, issues an acknowledgement, containing signature, name and seal of the Consignee, date and time of receipt of the Consignment, type of Vehicle and registration number, on the Contractor's copy of the Consignment Note.
- 3.7.7 In case the Consignee determines the Consignment delivered to be damaged or that the Consignment does not match with the quantity, quality or packaging of the Consignment, as compared to the description mentioned in the Consignment Note, then the Contractor shall inform the same to the Employer and shall ensure that the Consignee provides a note of such shortcomings in writing to the Contractor (along with a copy to the Consignor), which the Contractor shall then submit to the Employer.
- 3.8 Losses
- 3.8.1 In case of any loss during the performance of Services, arising out of any events, including but not limited to accident, pilferage, negligence, theft, strike, riot and civil commotion, the Contractor shall provide written intimation of such event to the Employer, immediately, but not later than twelve (12) hours of such an event, along with sufficient documentary evidence to support the claim of such event. For avoidance of any doubt, in no event shall the Employer be liable for any loss arising due to an event of Force Majeure.
- 3.8.2 The Contractor shall be responsible for any acts or omissions leading to injury or loss of life to any of Contractor's Personnel, animals, persons, property or things and shall be fully and solely liable to pay any compensation and/or all incidental costs and expenses arising out of such acts or omissions. The Employer shall under no circumstances whatsoever be liable to the Contractor and/or Contractor Personnel for injuries (fatal or otherwise) or damage caused to any property, whether or not arising directly or indirectly from the acts, omissions, defaults and negligence of the Employer, their servants or agents and the Contractor shall defend, indemnify, and hold harmless the Employer from and against all demands, claims and proceedings whatsoever.
- 3.8.3 In case the Consignment or part of the Consignment is confiscated by the Government Authority for any reason whatsoever, the Contractor shall be responsible to the Employer, at Contractor's cost, to notify such confiscation promptly and to retrieve the safe custody of the Consignment. The Contractor

shall be solely liable for any charges or fines levied by the Government Authority on the Contractor due to any default of the Contractor or Contractor Personnel, including, but not limited to, traffic challans, parking fine or any other fines levied for violation of applicable laws. The Contractor shall also be liable for all carelessness and negligence of all Contractor Personnel in (i) handling and Transporting of the Consignment; and (ii) managing and driving of the Vehicle.

- 3.8.4 In case of any losses caused to the Consignment, the Contractor shall provide photographs of the damaged Consignment, first information report (FIR) copy and any other documents stating the details of the loss, as may be required under the applicable laws and/or required by the Employer, to lodge an insurance claim.
- 3.8.5 Without prejudice to any rights available to the Employer under the SO Documents, applicable laws or otherwise, the Employer shall have a right to cause the Contractor to defend, indemnify and hold harmless the Employer from and against any or all losses incurred in connection with the SO Documents, due to the acts or omissions of the Contractor or Contractor Personnel, so as to put the Employer in the same situation as the Employer would have been had the losses not occurred. The Employer may, at its option, deduct and/or set off from the amounts otherwise due to the Contractor under the SO Documents or any other contract or recover from the Contractor as a debt due and payable.

4. Freight Charges and Payment

- 4.1 The Contractor shall submit an Invoice to the Employer along with the duly acknowledged Contractor's copy of the Consignment Note and all other relevant supporting documents, no later than ninety (90) days from the date of successful completion of the Transportation. The Employer reserves the right to reject any Invoice if the duly acknowledged copy of the Consignment Note or any other relevant supporting documents are not presented along with the Invoice. The Employer shall make the payments to the Contractor in respect of the Invoice, within such time period as may be stipulated in the Service Order.
- 4.2 The Parties agree and acknowledge that the payment terms, payment mechanisms, Taxes and other commercial terms shall be in accordance with the conditions and rates specified in the Price Schedule and the SO Documents.
- 4.3 Unless otherwise specified in the Service Order, expenses and charges relating to detention, demurrage and storage of the Consignment, not attributable to the Contractor, shall be borne by the Employer.
- 4.4 The Employer shall release the payment in respect of the Invoice, only after the Employer is satisfied that all the conditions and requirements to be fulfilled by the Contractor, in accordance with the SO Documents, are complied with and there is no dispute or discrepancy in relation to the performance of the Contractor's obligations thereof. The decision of the Employer shall be final in case of any such dispute arising out of or in relation with the SO Documents.

5. Responsibilities and Obligations of the Contractor

In addition to the terms provided in the general conditions of contract, the Contractor shall:

- (a) ensure that the Services performed by the Contractor comply with all relevant applicable laws, applicable standards and Good Industry Practice;
- (b) be responsible for obtaining all permits, approvals, licenses and/or

clearances, in its own name from the Government Authorities, as may be required by the applicable laws to perform the Services in accordance with the SO Documents;

- (c) adhere to the internal policies at the place of loading and place of unloading, specifically for entry, security, vehicles and parking;
- (d) allow the Employer to perform announced and unannounced audit of the security services engaged and measures implemented by the Contractor at any time during the terms of the SO Documents for ensuring safety of the Consignment;
- (e) maintain complete employment related records of the Contractor Personnel; and
- (f) issue identification cards to all the Contractor Personnel which shall be mandatorily displayed while working at the place of loading and unloading of the Consignment.

6. Compliance with the Safety Requirements

During the performance of the Scope of the Work, the Contractor shall:

- (a) enter or be present at the place of loading and unloading, at their own risk;
- (b) provide the Contractor Personnel with all safety gear, including safety helmets, belts, goggles, shoes, gloves and such other personal protection equipment as appropriate for performing the Services;
- (c) inform the Employer about the security policy and processes adopted by the Contractor and adhere to any security requirements that may be specified by the Employer to the Contractor;
- (d) observe the health, safety and security rules of the Government Authority and/or the policies framed by the Employer, as may be relevant; and
- (e) be solely responsible for the safe custody of the Consignment from the time the Consignment and the documents are handed over to the Contractor until the Consignment is delivered at the place of unloading and the acknowledgement of such delivery is duly received from the Consignee.

7. Title of Ownership

No lien, right, title or interest in the Consignment or any part of the Consignment entrusted to the Contractor by the Employer shall vest with the Contractor and the Contractor shall not do any act as a result of which the title to the Consignment is in any way affected, encumbered or prejudiced.

8. Liquidated Damages

Without prejudice to any other rights or remedies available under the SO Documents or applicable law, the Employer reserves its right to levy liquidated damages on the Contractor, as may be specified in the Service Order, upon :

- (a) any representation, warranty or undertaking given by the Contractor becoming materially untrue, misleading or invalid in any respect, during the Term of the SO Documents;
- (b) breach of any of responsibilities, obligations, instructions and/or the terms and conditions of the SO Documents by the Contractor or Contractor Personnel;

- (c) failure of the Contractor to procure and maintain during the Term, any insurance policy, clearances, approvals, licenses and permissions required to be maintained by the Contractor to perform its obligations hereunder;
- (d) the Contractor being debarred by any Government Authority from carrying on its business or rendering it impossible or illegal for the Contractor to perform the business, which bar is not set aside by the relevant Government Authority within thirty (30) days; or
- (e) any breach of obligations set out under Clause 3.2.9, Clause 3.3.11, Clause 3.7.3 and/or Clause 3.7.5 above.

9. Insurance

- 9.1 The Contractor shall obtain third party liability insurance and comprehensive motor vehicle insurance policy for the vehicles used for the performance of the Services, cross liability insurance, insurance for injury to persons or damage to property (comprehensive general third-party liability cover) and such other insurance cover(s) as may be specified in the Service Order. The Contractor shall keep all such insurance covers valid till the Completion of the Services.
- 9.2 Without prejudice to the liability of the Contractor under the SO Documents, the Contractor shall, before the commencement of the Transportation, ensure that adequate and necessary insurance covers, including a comprehensive insurance policy covering all risks, indemnifying the Employer, against death or bodily injury to Contractor Personnel or any other third party against loss or damage to properties belonging to the Employer or such third party, are procured and are in effect as on the date of commencement of the Transportation. The insurance obtained by the Contractor shall contain a clause to the effect that the insurers have agreed to waive all rights of subrogation against the persons assured (including all beneficiaries thereof).
- 9.3 The Contractor shall bear all expenses arising out of or in connection with the medical expenses, welfare and insurance of the Contractor Personnel.