

TRANSPORT AGREEMENT

This agreement made at Pune on this ____ day of _____ 2012

BETWEEN

A Ltd, a Company incorporated under the Companies Act, 1956, and having its registered office situated at _____ (herein called "**The Company**" which expression shall unless repugnant to the context or meaning thereof shall include it's representatives and permitted assigns) of the ONE PART.

AND

M/s _____ having it's office at _____ (hereinafter called as the "**Transporter**" which expression shall unless repugnant to the context or meaning thereof shall include it's representatives and permitted assigns) of the OTHER PART.

WHEREAS the Company needs to arrange Transport for its employees, and whereas the Transporter has fleet of buses and is providing transport to many other Companies. The parties on mutual discussion arrived at understanding for providing transport of employees on the terms and conditions mentioned herein below.

TERMS AND CONDITIONS

1. The Contract shall be deemed to have commenced on _____ and shall continue and remain in force for a period of ____ years unless and until terminated in writing.

2. The Transporter agreed to provide _____ bus in good condition properly registered with_____. The Transporter agreed to take insurance coverage of the bus, Driver, third parties as well as occupants. In case if the Transporter fails to do so, the Transporter will be responsible for cost and consequence. If the Company is required to pay any money on account of failure of the Transporter to take adequate insurance coverage, the Transporter will reimburse all such cost, damages without any reservation to the Company.
3. The Transporter agrees to deposit with the Company a Security Deposit of Rs. _____ (Rupees _____ only) prior to the commencement of the Agreement and it shall be refundable on the termination of earlier determination of this Agreement.
4. The Company will pay to the Transporter an amount of Rs._____/ - per month/per trip for hiring the bus along with driver for 26/27 days in a month. The said amount will be for _____K.ms and _____ hours per day use basis. In case the K.ms are beyond _____ in a month, the Company will pay to the Transporter Rs.____/- per K.m. beyond _____ k.m. per month. In case the bus is used for beyond _____ hours a day, the Transporter will be paid Rs.____/- per hour beyond _____ hours. However, _____ hours will not include the time lost on account of break down or stoppage of bus for reasons due to Transporter.
5. The Transporter will operate the vehicle on all working days. In case if the bus is not available due to any problems, the Transporter will make alternate arrangement.
6. It is agreed by and between the parties that in case of break downs, the Company will reduce payment to the Transporter by the distance not covered by the Transporter from the payment of the Transporter.

7. The Transporter will operate the bus with driver having proper license, and experience to the run the bus. The driver will be paid by the Transporter and he will be under the supervision of Transporter.
8. The payment of salary of the Driver, fuel, Tax, Insurance, Maintenance and repairs of the vehicle etc. shall be the responsibility of the Contractor, which shall be discharged by him on regular basis.
9. The Transporter will submit the monthly bill at the beginning of the next month, which will be paid by the company in full within 7 days of the presentation of the bill.
10. The bus provided by the Transporter will be painted to the colour scheme as suggested by the Company. For this, the Company will inform the Transporter well in advance regarding the same.
11. In case there is any dispute, the same would be under Pune Jurisdiction.
12. This contract can be terminated by either of the Parties without assigning any reason but by giving to another party a Notice of one calendar month.
13. The Company reserves the right to terminate the Contract in case of failure to fulfill the said terms and conditions of the contract.

IN WITNESS WHEREOF the Parties hereto have signed, sealed and delivered these presents on the day and the year herein above first mentioned.

Signed, sealed and delivered by

Within named

For A Ltd.

For M/s _____ Travels

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

In presence of

1.

1.

2.

2.

DRAFT