

## AGREEMENT

**THIS AGREEMENT IS EXECUTED ON THE 07<sup>th</sup> DAY OF THE OCTOBER MONTH OF THE 2022 YEAR**

### **BETWEEN**

LHAKI CEMENT, Gomtu hereinafter referred to as COMPANY.

### **AND**

Mr....., owner of the vehicle as detailed below hereinafter referred to as the TRANSPORTER:

Name of Transport: Mr.....

CID No:

Taxpayer No.:

Vehicle details:

<b>Sl.No.</b>	<b>Vehicle Type</b>	<b>Registration No.</b>
1.		
2.		
3.		
4.		
5.		

And whereas COMPANY is desirous of engaging TRANSPORTERS to transport Lime stone, phyllite, clay, Dolomitic Limestone or quartzite from Titi Mines to Lhaki Cement factory at Gomtu.

And whereas the TRANSPORTER is desirous of transporting the various products to factory site.

**NOW THEREFORE THIS AGREEMENT WITNESSESS AND THE PARTIES HERETO AGREE AND DECLARE AS UNDER**

#### **A. SPECIFIC TERMS & CONDITIONS**

##### **1. Quantity of supply and engagement of vehicle(s)**

Basic quantity of products is totally dependent on the plant requirements. Therefore, COMPANY reserves the right to engage any number of vehicles as per its requirement by entering into agreement with any other similar transporters.

##### **2. Commencement of work, schedules and average quantity of transportation per day**

The TRANSPORTER shall arrange vehicle(s) from 18/10/2021 and shall follow the schedule of dispatch as given by the Sr. General Manager (Mines). 97

### 3. Transportation Rate

<u>Location</u>	<u>Rate (Nu.)</u>
Titi Mines to Lhaki cement factory at Gomtu	106.50 per MT
Baunikhola to Lhaki Factory at Gomtu	140 Per MT

**Above transportation rate was revised on 21.03. 2022, when HSD price was Nu 97.96/ lts. For any rate revision in future, the notification no. LC/MD-21/MISC/2022/169 dated 21.03.2022 will be referred.**

**Weight measurement as per company's Weigh Bridge**

### 4. Accommodation, Conveyance and Food for the driver and other staff of transporter

COMPANY shall not be responsible for providing accommodation, conveyance and food for the TRANSPORTER'S driver & other staff.

### 5. Vehicle maintenance

All running cost of the vehicle shall be borne by the TRANSPORTER

### 6. Bill payment

Transportation Bill shall be submitted by the TRANSPORTER to COMPANY on fortnightly or monthly basis and COMPANY shall make payment within 15 days from the submission of the Bill. Advance payments including advance to TRANSPORTER'S driver or any of its staff shall not be entertained by COMPANY under any circumstances.

### 7. Safety, Insurance & Security

The TRANSPORTER shall not jeopardize the safety, insurance and security of COMPANY'S property and people in the course of carrying out its work of transportation. The TRANSPORTER shall ensure that its vehicle and staff are adequately covered under relevant insurance policies and safety and security measures/facilities are provided to its staff at its own cost.

### 8. Performance of transporter

The services of the TRANSPORTER shall be monitored on monthly basis by COMPANY. In case, TRANSPORTER fails to transport the scheduled quantity for one month as allocated by the Sr. General Manager (Mines), COMPANY shall allow the TRANSPORTER to compensate the difference in the ensuing month. Any delay or shortage thereafter shall result in removal of TRANSPORTER'S vehicle without notice and a new TRANSPORTER shall be appointed at the sole discretion of COMPANY.

### 9. Termination

Based on the production of COMPANY, if services of the TRANSPORTER is not required, COMPANY reserves the right to terminate the agreement before the end of agreement validity period by serving two week notice to the TRANSPORTER without any compensation thereof for the remaining part of agreement validity drawn in this agreement. Similarly, exercising the

same right, the TRANSPORTER shall give two week notice to COMPANY in case it decides to terminate the agreement before the end of the validity period mentioned in this agreement.

However, COMPANY shall terminate the agreement without serving notice in case of failure from the part of the TRANSPORTER to observe/adhere to any of the terms and conditions mentioned herein this agreement or upon observation of involvement of company employee to assist your business.

### **Security Deposit**

The TRANSPORTER shall maintain security deposit of Nu. 20,000.00 Per vehicle with COMPANY, which shall be deducted and recovered from four consecutive transportation bills of the TRANSPORTER. It shall be refunded to the TRANSPORTER on expiry of this agreement i.e on 31.5.2023 or termination of this agreement whichever is earlier. However, security deposit shall be forfeited by COMPANY in case of termination of this agreement due to non-performance by TRANSPORTER against the performance standard set by COMPANY or failure to observe any of the terms and conditions of this agreement.

### **10. Disputes/Arbitrations**

In the event of any dispute arising out of this agreement, the matter shall first be submitted to the Chairman of LHAKI GROUP for settlement. If the arbitration fails, the decision of the Royal Court of Justice, Samtse shall be final and binding.

### **B. GENERAL TERMS & CONDITIONS**

- a) The TRANSPORTER shall be under the obligation and be responsible to coordinate with COMPANY and other agencies to achieve the requirement of dispatch scheduled by Sr. General Manager (Mines).
- b) In case the Transporter, his/her representative or staff cause damage to any property of COMPANY or any other agency's property or person while execution of transportation work, the TRANSPORTER shall be fully liable to compensate for such damages.
- c) No payment towards idling of any of the TRANSPORTER'S resources deployed for the work shall be made and no claim on this account shall be entertained by COMPANY whatever is the reason.
- d) The TRANSPORTER shall abide by all statutory requirements of Bhutan including all applicable Labour Laws and Taxation Laws of the Kingdom. Tax at source shall be recovered from the transportation bills at applicable rates as per the Tax Rules of the Kingdom of Bhutan.
- e) The TRANSPORTER and its representative/staff shall take instructions from COMPANY'S Sr. General Manager (Mines) or his authorized representative to execute the work.
- f) The TRANSPORTER shall follow and comply with all mines/industrial safety and environment rules and regulations including those set by COMPANY as well as statutory bodies.
- g) COMPANY shall not be under any obligation to provide services of any type or kind to the TRANSPORTER. However, in the course of execution of the work, if any type/kind of services is availed by the TRANSPORTER, the cost towards the same shall be recovered at actual plus 15% from the transportation bill.

- h) The TRANSPORTER shall ensure that no material is spilled from the vehicle failing which, penalty of Nu. 1,000.00 Per incident shall be imposed by COMPANY and the vehicle shall be suspended till it re-shifts the dropped material to its designated destination. Such penalty shall be recovered from the transportation bill.
- i) The TRANSPORTER shall provide two passport size photographs of the driver duly attested by the vehicle owner. COMPANY shall not provide load to the vehicle under following condition:
  - i) Vehicle driven by unauthorized person
  - ii) Vehicle with defect in tail gate lock, damaged body, gap in the backside body or any such defect that may lead to loss of material in transit.
- j) The TRANSPORTER shall ensure that during the time of breakdown or any other incidences whereby the vehicle obstructs the movement of other vehicles, the driver of such vehicle shall remain with the vehicle failing which a fine of Nu. 5,000.00 per incident shall be imposed by COMPANY. Such penalty shall be recovered from the transportation bill.
- k) COMPANY reserves the right to divert the vehicle from one place to other transportation work of Lhaki Cement. In such a case, transportation charge shall be paid by COMPANY as per the rate prevailing in the market.

IN WITNESS WHEREOF, both the parties after having read and fully understood the terms and conditions of this agreement, have agreed to all the terms and conditions provided in this four-page agreement, prepared in duplicate, hereby have set their respective hands on this agreement on the day, month and year first above written, in the presence of the following witnesses.

**For TRANSPORTER:**

**For LHAKI CEMENT**

Signature (on legal stamp)

Signature (on legal stamp)

Name of Vehicle Owner/Proprietor/representative:

Chief Executive Officer

Address of Vehicle owner/Proprietor/Representative:

**Witness:**

Signature of Transporter's Witness

Signature of COMPANY's Witness

Name:

Name:

Address:

Address:

**Declaration Form**

I, ..... declare that my no relative is working in M/s Lhaki Cement at the time of registering the vehicle for transportation of Limestone from Titi Mines/Baunikhola mines for the season 2022-23. I am making this declaration after understanding the terms and condition of the transportation whereas it is mentioned that “Employee of Lhaki Cement or their close relatives are not allowed to participate in this transportation business.” While carrying out the transportation business, I also ensure that I will not involve any of the company employees to support my business directly or indirectly.

Signature:

Name:

Vehicle No.:

Contact No.:

Address: