Special service level Agreement for dedicated Utilization :

This agreement is being signed on this ___/___/2019 at Pune

Between

The Maharashtra State Warehousing Corporation, CFS (MSWC-CFS) having CFS office at Plot No. 88 & 89,Sector-1 Dronagiri Node, Navi Mumbai-400707

And

M/s.XYZ having their office at ……………………………. The agreed terms and conditions of the Agreement are as follows:

1. M/s. XYZ will place job order of import containers to MSWC CFS.

2. M/s. XYZ will transport all import containers marketed by them from port terminals to CFS. MSWC will bill to the Importers. Any port demurrage arise, this logistic company will be responsible as they are transporting the containers. Any damage to the containers/cargo, during transit, will be the responsibility of M/s. XYZ.

   MSWC will bill to the concerned Importers as per the prevailing MSWC tariff and on receipt of the demand from M/s. XYZ, MSWC will pass on the amount to M/s. XYZ.

3. The transportation of Empty containers after de-stuffing will be undertaken by M/s. XYZ at their own cost.

4. In case of longstanding containers, MSWC will process auction of the cargo as per the Section 48 of Custom Act 1962 and all circular issued by the Custom department time to time.

5. Period of Agreement –

   a) This Agreement valid for a period of ---------- commencing from ------------.

   b) The Chairman & Managing Director reserves the right to terminate the contract / agreement at any time if the performance of the M/s.XYZ is found unsatisfactory by giving 1 months written notice to the M/s. XYZ.

6. M/s. XYZ will give volume to the tune of 1000 - 1500 TEU per month over period of time.

7. Lift off of Import containers and lift on of Import empty containers, and all the CFS operations carried out by MSWC within the CFS premises will be charged to the consignee as per the prevailing MSWC tariff.

8. MSWC will pay incentive of Rs. 1500/- per TEU provided vendor brings minimum business as per para no 6. The incentive will be applicable on Gate in basis. Payment of incentive will be done within seven working days from the date of receipt of invoice from M/s. XYZ. The incentive shall be revised on the basis of performance of M/s. XYZ and if there is any change in the market situation as regards Nomination Premium/Rebate payable to Shipping Lines.

9. In case of 'R' scanning Import containers M/s. XYZ will be paid Rs.600/- for 20 ft containers (per TEU) and Rs.850/- for 40 ft (Per FEU's). At the time of delivery of the container, scanning charges will be collected as per the MSWC tariff from the consignee and actual scanning bill payment will be processed for reimbursement to M/s. XYZ on submission of bills. Whenever there is revision in the scanning charges by MSWC, effect of the same will be given in MSWC tariff and will be paid to M/s. XYZ accordingly.

10. MSWC will provide office space admeasuring 300 sq.ft which will be charged as per MSWC tariff i.e. Rs. 110/- per sq.ft. per month.

11. MSWC will issue all the necessary passes (Dock entry/CFS) to the staff of M/s. XYZ Mare free to put their operational staff in the CFS yard for better co-ordination with the staff of Handling and Transportation Contactor and MSWC.

12. M/s. XYZ will be responsible to follow/observe the provisions and compliance of all such various Laws, Acts, etc, including but not limited to the following :-

    i. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
    ii. Maharashtra Mathadi Hammal & other Manual Workers (Regulation of employment & welfare) Act 1969
    iii. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
    iv. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
    v. The Minimum Wages Act 1948.
    vi. The Payment of Bonus Act 1965.
    vii. The Payment of Gratuity Act 1972.
    viii. The Payment of Wages Act 1936.

ix. The Motor Vehicle Act. 1988
x. Carriage by Roads Act 2007
xi. Motor Transport Workers Act 1961
xii. The Public Libility Insurance Act 1961
xiii. The Custom Act 1962

13. The various system regenerated reports for the previous day operations will be provided to the relevant shipping line every day as per the requirement, with copy to M/s. XYZ.

14. The local issues concerning with labour. Grampanchayat and other authorities like police and customs will be sorted out by M/s. XYZ.

15. M/s. XYZ shall also market for Export / Bonded Warehouse / Business for which terms and conditions will be discussed mutually and settled.

16. **Arbitration** :

All disputes and differences arising out of or in any way touching or concerning this agreement, whatsoever (except the matter the decision of which is expressly provided for in the contract/agreement) shall be referred to the sole arbitrator Chairman and Managing Director, Maharashtra State Warehousing Corporation. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation, that he had to deal with the matters to which the contract/agreement relates and that, in the course of his duties such as employees of the Corporation, he had expressed views on all or any of the matter in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to this contract/agreement. It is a term of this contract that no person other than a person appointed by the Chairman and Managing Director, MSWC, as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The arbitrator shall give reasons for his award. The place of arbitration shall be at Pune.

17. **Legal Jurisdiction :**

For any legal dispute, suit, application, claim or proceeding of any kind whatever in respect of, arising out of directly, indirectly or incidental to anything in respect of this contract/agreement shall be filed exclusively subject to Pune Jurisdiction.

For M.S.W. Corporation

For Authorise Signature
M/s. XYZ

Dy. General Manager
MSWC, CFS, Dronagiri Node

Partner
M/s. XYZ

Witness

Witness

1)

1)

2)

2)