



**EMPLOYEES' STATE INSURANCE CORPORATION**  
**HQRS. OFFICE : C.I.G. MARG : NEW DELHI-110002**  
**( ISO 9001-2000 QMS CERTIFIED )**

No.D-13/11/11/Movers & Packers/2008-Genl.

Dated:9/4/2009

To

1. The Regional Director / Jt. Director (I/c)  
ESI Corporation  
Regional Office / Sub-Regional Office  
PATNA / MUMBAI / Pune / Kolkata / Bangalore / Guwahati / Ranchi / Indore
2. Directorate (Medical) Delhi  
ESI Hospital Complex, Basaidarapur, New Delhi
3. The Medical Superintendent  
ESI Hospital, Okhla,  
New Delhi.

Subject:- **Clearance of outstanding payments in respect of M/s Om Trax Packaging Solutions Pvt. Ltd. towards transportation services provided to the officials of E.S.I.C.**

**Sir / Madam,**

This office has received a communication dated 26.02.2009 (copy enclosed) from M/s Om Trax Packaging Solutions Pvt. Ltd. whereby the Agency has submitted a detail of some outstanding payments in your Region / Sub-Region / Hospitals and have also informed that some of the bills have been settled after disallowing some payment and no justification for disallowed amount has been given to the Agency.

It is also clarified that officers / employees who are transferred in public interest and utilize the services of this Agency are to submit bills in the office of their joining.

You are requested to make payment to the Agency in accordance with the agreement signed between the Agency and Hqrs. Office ensuring that no double payment for one consignment is made to the Agency. The copy of agreement is available on the website of ESIC.

**Encl:- As above.**

Yours faithfully,

**( GULSHAN KUMAR )**  
**DY. DIRECTOR( GENL )**

**Copy to:-**

1. All Regional Directors / Jt. Directors (I/c) / MSs / D(M)D / D(M) Noida , ESI Corporation, ROs / SROs / Hospitals, etc. with the request to make payment to the above Agency in accordance with the agreement only which is available on the website of ESIC. Incase, any Agency at local level has been empanelled for transportation of personal effects of officials the payment may be made accordingly as per your agreement if the services are availed through that Agency.
2. Director (ISD), Hqrs. Office with the request to upload the agreement on the website of ESIC.

(211)



दिल्ली DELHI This agreement is entered into on this 14<sup>th</sup> day of July, 2008 F 165521

between Employees' State Insurance Corporation, Panchdeep Bhawan, C.I.G.Marg, New Delhi -110002, India (hereinafter referred as ESIC represented by J.D (Genl.) or Authorized Representative, which expression shall, unless excluded by or repugnant to the context be deemed to include his successor in office representative and assignee) of the ONE PART.

AND

M/S OM Trax Packaging Solutions (P) Ltd. a Company incorporated under the Company Act, 1956, having its principal place of business at 130, TPT Center Punjabi Bagh New Delhi-110035, through its Director, Mr. Nimit Gupta hereinafter referred to as "Relocation service provider /Transporter" Which expression shall unless repugnant to the context or meaning hereof include and be deemed to include its nominees, successors and assigns of the OTHER PART.

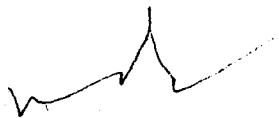
AND WHEREAS the Company is desirous of engaging the services of the Transporter for relocating personal effect hereinafter called as personal effect of its employee by fully covered trucks/containers (hereinafter "Vehicles") owned by the Transporter.

AND WHEREAS the Transporter has represented to the company that it has requisite infrastructure, manpower, and managerial expertise to render Carriage services of the standards as are required by the company.

AND WHEREAS the Transporter has offered its services to transport the personal effects by fully covered trucks/containers owned by the Transporter from the residence of the ESIC employees to destinations specified by the ESIC.

AND WHEREAS it is understood between the parties that for relocate and distribution of the personal effects of the ESIC Employees at the directions of the ESIC, time is the essence of the services.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. Definitions

a) Shipment

Shipment shall comprise all of the personal effects transported in one single consignment. All the personal effects comprised in the shipment shall necessarily have the same pickup and delivery time, and represented by a single Goods Receipt. There will be Exclusive vehicle with no consolidation.

b) Goods Receipt

Is a document raised in triplicate by the Transporter, the first copy where of being for the ESIC Employee at the Pick-up Location, the second of which must accompany the Shipment, and is for the Delivery Location, and the third is to be retained by the Transporter, after the Transporter has issued it in token of acceptance of the goods. The Goods Receipt shall be prima-facie evidence of the contract of carriage, the receipt of Goods comprised in the shipment and the number of packages.

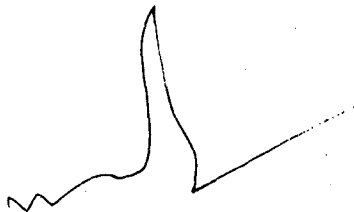
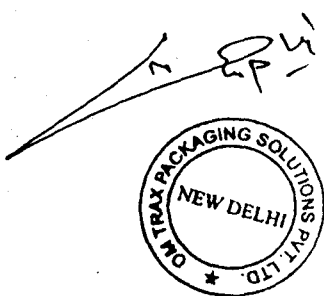
Proof of the actual weight has to be submitted along with the bills raised to ESIC.

c) Location

Unless modified mutually, Location shall be deemed to comprise any address designated by the ESIC, where the ESIC has a office, a branch office, or such other address of the representative consignor or consignee of the ESIC as may be stated in the goods receipt.

Location shall be of two types:

- (1) Pickup Location
- (2) Delivery Location



## 2 Appointment

The ESIC hereby appoints the Transporter, who in turn accepts appointment, as the ESIC non exclusive Relocating Service Provider initially for period of one years with effect from 17.06.2008 to 16.06.2009

- a) The agreement may be renewed depending on the performance and on terms mutually agreed upon.

## 3 Services:

- a) To carry out Relocate Services as per the terms of this Agreement.
- b) To carry out Special Cargo Assignments as per the instructions of the ESIC
- c) To Relocate Personal effects from Pickup Location to Delivery Location.
- d) Where specifically assigned, to liaison with the insurer to expedite insurance claims of the ESIC employee relating to shipments.

## 4. Statement of Expectations:

The ESIC seeks efficient, assured, safe and timely, Relocate services for the personal effects of its employees throughout India.

## 5. Duties of the Transporter:

- i) To carry the shipment safely
- ii) To carry the shipment by his customary route, without deviating from it unnecessarily;
- iii) To obey the instructions of the ESIC employee as the consigner;
- iv) To deliver the shipment within the time as per the details in the Annexure I.

## 6 Limitations to Time Delivery Standards:

- a) Force Majeure, as defined in this agreement;
- b) Such other reasons as may be agreed in writing between the parties from time to time.



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7 Freight:

In Consideration of the obligations undertaken by the Transporter, the Transporter shall be paid on an all inclusive basis by the ESIC as per rates defined in Annexure - 1. The terms and conditions of payment and / or reimbursement of expenses by the ESIC to Transporter as mentioned herein above may be modified by the ESIC with mutual consultation with Transporter from time to time by agreement / exchange of letters in writing, duly signed by Transporter in token of acceptance thereof. Such agreement of accepted letter modifying the terms and conditions of payment and / or reimbursement of expenses by the Company to Transporter shall form and integral part of, and be read into this Agreement as Annexure 1.

8. ESIC employees will intimate the transporter through official letter at least 3-4 days in advance so that transporter can make arrangements for proper packing etc.

9. In case of multiple handling in any shipment like in Hilly areas, extra charges incurred due to multiple handling will be charged as actual.

10. In case of any damages/breakages at the time of loading & unloading, there would not be any deduction from the billed amount as in such cases all claims will be settled by Insurance Company

11. ESIC agrees to pay all Govt. Levis and Octoroi and Service tax as per rules applicable.

12. The transporter undertakes for the relocation of the personal effects of ESIC employees as single consignment between the loading and unloading points without any transshipment in between.

13. Security:

Since the essence of this agreement is safe relocation of personal effects of ESIC employees, it is agreed by the transporter that only ESIC employee's personal effects shall be carried in and ESIC employee shall put his own seal/lock on the door of the container which shall not be tampered with by the transporter

14. Insurance: All risks insurance will be carried @3% of the total declared value.



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15. Assignment

The transporter hereby agrees not to assign or transfer, in whole or in part directly or indirectly any rights, duties or interests under this agreement to any third party.

16. ESIC shall make payments of the bills submitted within the credit limit of 15 days.

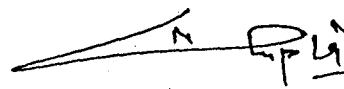
17. Any dispute arising out of this agreement shall be subject to the jurisdiction of Delhi courts only.

IN WITNESS WHEREOF the parties hereto have affixed their signature on the day, month and year herein above mentioned.

For and on behalf of ESI Corporation

For OM TRAX Packaging Solutions Pvt. Ltd

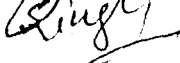
एम. एस. दाहिया/M. S. DAHIYA  
संयुक्त निदेशक/Joint Director  
क.रा.बी.नि.(मु०)/E.S.I.C. (HQ)  
सी.आई.जी. मार्ग/C.I.G. Road,  
ए.एस.सी-2/New Delhi-2

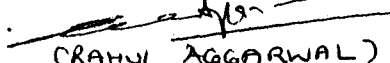





WITNESSES;

WITNESSES;

1.   
(Rakesh Singh)

1.   
(RAHUL AGGARWAL)

2.

2.   
DEEPAK BHATNAGAR

ANNXURE - 1

1. Local shift with in Delhi and NCR

Charges for soft packing of goods using good quality of material like corrugated, bubble, thermacole, polythene, cartons and necessary allied material are as given below.

Rs.1000/Quin weight between (1 Quin to 8 Quin)  
Rs. 800/Quin weight between (8 Quin to 16 Quin)  
Rs. 700/Quin weight between (16Quin to 25 Quin)

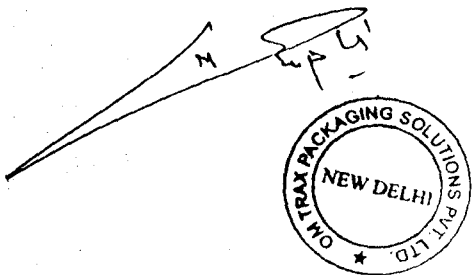
Price quoted includes pre survey, supplying of all packing materials, packing by expert & trained packers, complete documentation, loading, transportation, unloading, unpacking and removal of debris

**Note - Billing has to be calculated on higher side of weight slab**

2. Domestic packing from Delhi and NCR to anywhere in India

Charges for soft packing of goods using material like corrugated, bubble, thermacole, polythene, cartons, necessary allied material, crating of fragile items, Stretch Film, strapping, Taping, stapling, gluing with stickering and escort are as given below.

Range (Km)	Weight slab	charges in rupees
(0km to 250km)	(1 Quin to 8 Quin)	Rs.2300/Quin
	(8 Quin to 16 Quin)	Rs.1400/Quin
	(16 Quin to 25 Quin)	Rs. 1100/Quin
(250km to 500km)	(1 Quin to 8 Quin)	Rs.2900/Quin
	(8 Quin to 16 Quin)	Rs.1800/Quin
	(16 Quin to 25 Quin)	Rs. 1360/Quin
(500km to 1000km)	(1 Quin to 8 Quin)	Rs.3500/Quin
	(8 Quin to 16 Quin)	Rs.2200/Quin
	(16 Quin to 25 Quin)	Rs. 1550/Quin
(1000km to 1500km)	(1 Quin to 8 Quin)	Rs.4100/Quin
	(8 Quin to 16 Quin)	Rs.2525/Quin
	(16 Quin to 25 Quin)	Rs. 1825/Quin
(1500km to 2000km)	(1 Quin to 8 Quin)	Rs.4750/Quin
	(8 Quin to 16 Quin)	Rs.2875/Quin
	(16 Quin to 25 Quin)	Rs. 2280/Quin



(2000km to 2500km)	(1 Quin to 8 Quin) (8 Quin to 16 Quin) (16 Quin to 25 Quin)	Rs.5375/Quin Rs.3550/Quin Rs. 2450/Quin
(2500km to 3000km)	(1 Quin to 8 Quin) (8 Quin to 16 Quin) (16 Quin to 25 Quin)	Rs.5900/Quin Rs.4275/Quin Rs. 3020/Quin
(3000km to 4000km)	(1 Quin to 8 Quin) (8 Quin to 16 Quin) (16 Quin to 25 Quin)	Rs.6250/Quin Rs.4975/Quin Rs. 3570/Quin

**Note - Billing has to be calculated on higher side of weight slab**

Price quoted includes pre survey, supplying of all packing materials, packing by expert & trained packers, complete documentation, loading, transportation, unloading, unpacking and removal of debris

**3. Car handling and Transportation charges**

Small cars like Maruti 800, Santro, Spark, Wagon R etc.	Rs.8/Km
Big cars like Honda city, Esteem, Accent, Baleno etc.	Rs.10/Km
Luxury Cars like Mercedes, Scorpio, Grand Vitara, CRV etc.	Rs. 14/Km

(Minimum billing would be Rs.5000)

**4. Insurance**

All risks insurance will be carried @3% of the total declared value.

**Notes:**

1. Any octroi, government levies, taxes to be paid by customer against the original receipts. (IF ANY)
2. Service Tax @ 12.36% would be charged as extra.



Time Schedule – Transit Time

250 Kms	- 2 Days
250 Kms to 500 Kms	- 4 Days
500 Kms to 1000 Kms	- 5 Days
1000 Kms to 1500 Kms	- 7 Days
1500 Kms to 2000 Kms	- 9 Days
2000 Kms to 2500 Kms	- 10 Days
2500 Kms to 3000 Kms	- 11 Days
3000 Kms to 4000 Kms	- 12 Days

In case of any emergency, curfew, no entry, any other unavoidable circumstances etc. extra time will be taken by the transporter to reach the destination for the household goods delivery.

