

# Specimen Contract

To,

Date : \_\_\_\_\_

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\_\_\_\_\_

Subject : Your appointment as our Authorised Agent.

Dear sir,

Please refer to your application dated \_\_\_\_\_ and subsequent discussions you had with us at -----  
----- . We are pleased to confirm your appointment as our Authorised Agent on the following main terms and conditions :

1. You are entitled to procure International and Domestic Courier business in \_\_\_\_\_ as our Authorized Agent.
2. This appointment is for a period of one year from \_\_\_\_\_. However the same will be renewable for a further period of 3 years and so on unless otherwise agreed upon and can be cancelled by either side on giving one-month notice to the other side.
3. We have received a sum of Rs. \_\_\_\_\_ (**Rupees** \_\_\_\_\_) as interest free security Deposit from you which will be refunded to you on cancellation / termination of your appointment as our Authorized Agent after adjusting any amount due from you to us.
4. We shall raise fortnightly invoices on you directly for the services rendered by us at the agreed rates as per Annexure I & II which shall be paid by you within a week thereof. Normally, you will always ensure that all your dues are always clear. However, for any reasons beyond your control, our payments are overdue, it is clearly understood and agreed that the understanding amount shall not exceed in aggregate the security deposit amount at any given time.
5. You will be required to acquire and maintain your office premises and relevant infrastructure comprising of furniture / fixtures, computers, staff, etc., at your own cost.
6. You will operate in the name of your own organization and display your organization clearly as “**AUTHORISED AGENT – GREEN DART LOGISTICS PVT. LTD.**” in a sign board (to be supplied by the company) on the frontage of your office and in all your office stationery, letter heads etc., ensuring the design and colour of the logo “Green Dart Logistics Pvt. Ltd.” as shown in our letter head is not changed in any manner whatsoever. Failure to clearly mention that your organization is our AUTHORIZED AGENT will amount to mis-representation and you shall alone will be responsible and liable for all consequences thereof. Further, you have no authority to appoint any sub-agent without our prior approval.
7. You will arrange collection of incoming loads from company’s various offices all over india and deliveries at the destinations in your area of operation through minimum of two rounds of deliveries on the same day. You will be paid monthly charges for these deliveries as per rates given in Annexure-II.
8. You will book consignments from clients strictly as per Company’s published station list. All international consignments will be forwarded to Mumbai Head office & Domestic consignments will be far as possible sent to respective destinations / Hub offices directly through Companies approved co-loaders at your own cost.
9. You will be required to use Companies software for all your data entry , tracking/tracing of consignments and billing. This software and relevant training/support will be provided to you at minimum possible cost.
10. Please be aware that in case any consignment misplaces, misroutes, damages or losses or any type of goof-up occurs in transit, Green Dart will not hold any responsibility whatsoever and we shall not be able to pay any kind of compensation or damages or consequential damages against the above said occurrences. And under any circumstances, you will not hold our payment for the above reason/s.

11. During the tenure of this contract, we shall have a right to call for additional deposit whenever the average fortnightly billing amount crosses the deposit received from you. In case if outstanding exceeds the deposited amount, as mentioned in No. 4 above, we will not be in a position to forward consignments which will be entirely at your own risk and responsibility.
12. We shall issue our Airway Bills (AWB) and you shall book all your courier packages in the said Airway Bills only. The AWBs & other stationery items will be supplied to as per cost given in Annexure-II. You shall not be entitled to print AWBs and other stationery items but use only the ones supplied by us. You will also not print any leaflets or publish any advertisement without our prior approval.
13. You shall not under any circumstances carry on any other kind of business of whatsoever nature in our name for the business of courier. You have no authority to open any Bank Account or incur liability in our name or on our behalf. You shall not book any prohibited / contraband items for carrying through us and you shall keep us fully indemnified against any loss, damage, penalties, action, proceedings, etc., that may be imposed due to any of your acts of omission or commission.
14. In addition to these main terms and conditions, you will also follow the procedures / guidelines contained in operating manual of the company. Any breach or infringement of above terms and conditions and/or guidelines will result in cancellation of your appointment as our **AUTHORIZED AGENT**.
15. You will work in close co-ordination with our Branch Manager / Regional Office \_\_\_\_\_ and extend your full co-operation to him in his duties concerning supervision & monitoring of the working of your agency.
16. You will run your business without affecting the goodwill & reputation of the company and you will not divulge trade or business secrets, client's details and any other matter relating to the said business to any outside party.
17. You will also obtain all governmental permissions, Registrations & Licenses (including the one Service Tax) at your own cost and also pay the relevant fees, taxes, levies etc., on regular basis.
18. Any controversy or claim arising out of or related to this appointment or any alleged breach thereof shall be finally settled in a competent Court of Law in Mumbai and is subject to Mumbai Jurisdiction only.
19. This Agreement may be terminated by either party at any time giving 30 days prior written notice to the other party.

Please sign and return to us copy of this letter of appointment as a token of your acceptance in all respects.

We look forward to a long term growing business relationship for mutual benefit.

Very truly yours  
For Green Dart Logistics Pvt. Ltd.

Accepted by me on behalf of  
For : \_\_\_\_\_

Director.

Mr.

Signature:

Date :

Encls :

In presence of :