

ANNUAL MAINTENANCE CONTRACT FOR COURIER SERVICES

This Agreement made this day of, 20.... at is entered into by and between, a Company incorporated and existing in accordance with the Companies Act, 1956 and having its Registered Office at acting through, Authorized Signatory of the Company (hereinafter referred to as the "FIRST PARTY") which expression shall unless be repugnant to the context include its successors and assigns of ONE PART.

AND

M/s., a proprietorship firm having it's office atacting through of the Firm (hereinafter referred to as the "SECOND PARTY") which expression shall unless be repugnant to the context include its successors and assigns of OTHER PART.

AND WHEREAS the SECOND PARTY has offered courier services on contract basis to FIRST PARTY and FIRST PARTY accepts the same on the agreed terms and conditions herein below mentioned.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. OFFER & ACCEPTANCE

That the SECOND PARTY hereby offers Courier Services to the FIRST PARTY on contractual basis at its above premises for delivering of its samples and documents only and FIRST PARTY hereby accepts the same.

2. SCOPE OF SERVICES

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3. DEALING PERSONS

.....

4. RIGHTS & OBLIGATIONS OF BOTH PARTIES

i. That the SECOND PARTY agrees to execute, fulfill & discharge the work and obligations hereinafter provided in the manner agreed to the entire satisfaction of the FIRST PARTY.

ii. That the SECOND PARTY has the necessary financial and manpower resources of funds and experienced personnel to undertake any job / task required to be carried out in the interest of FIRST PARTY.

iii. That the SECOND PARTY shall inform the FIRST PARTY in writing in advance about any change in its name, address, business, status or constitution.

iv. That the SECOND PARTY hereby indemnifies FIRST PARTY and shall keep FIRST PARTY fully indemnified against all actions, suits and proceedings/ third party claims and all costs, charges, expenses, losses or damages/ damage to reputation or goodwill incurred or suffered by or caused to FIRST PARTY by reason of any breach of his obligations or any of his covenants, warranties, representation, or undertaking being false, incomplete or incorrect.

v. That the SECOND PARTY understands that this agreement is on non-exclusive basis and FIRST PARTY is free to take the services of similar nature from any other party.

vi. This agreement is on the basis of principal to principal and SECOND PARTY, their agents and servants shall not represent himself/themselves as agent or representative of FIRST PARTY.

vii. That SECOND PARTY shall not appoint any sub-contractor to carry out any obligation under this agreement without written approval of FIRST PARTY.

viii. No waiver by either party to any provisions of this Agreement shall be binding unless made expressly and confirmed in writing.

ix. In case of any complaint, SECOND PARTY shall provide free of cost extra services as per the requirement of FIRST PARTY.

x. That parties to this contract further represent and undertake that they are fully competent and authorized to enter into this agreement.

5. PAYMENT TERMS

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6. SUBMISSION OF DOCUMENT(S)

That SECOND PARTY shall submit attested copy of the following to the FIRST PARTY:

a.

b.

7. AMENDMENT

i. That it is the complete and exhaustive statement of Agreement between FIRST PARTY and SECOND PARTY and this agreement supersedes all proposals, oral or written and all other communications and prior agreement between the parties. The terms of this agreement shall

not be amended, modified or rescinded except by a written instrument signed by both the parties.

8. LIABILITY OR LOSSES & DAMAGES

8.1 That in case Materials got damaged or lost(shortages) or lost their efficacy while in SECOND PARTY custody or during transit, and/or deviation occurred from the Prescribed Transit Schedule and/or in case of failure to deliver the Materials to various Destination Points on time resulting in the business losses to FIRST PARTY then SECOND PARTY will be responsible for the same. FIRST PARTY reserves its other rights/remedy/ legal recourse to claim damages from the SECOND PARTY.

8.2 In case of damaged Materials while in SECOND PARTY custody or during transit due to accident, fire or theft, FIRST PARTY, without prejudice to its other rights/remedy/ legal recourse to claim damages from SECOND PARTY, will deduct the loss from SECOND PARTY bills.

8.3 FIRST PARTY, without prejudice to its other rights/remedy/ legal recourse to claim damages from SECOND PARTY, shall also hold SECOND PARTY fully responsible for any shortage arising from causes other than accident or fire to FIRST PARTY's Materials and the same will be deducted from SECOND PARTY bills.

9. LIABILITIES

i. That SECOND PARTY shall be responsible and liable for the loss that FIRST PARTY may incur on account of any act, omission, commission and / or negligence of personnel of SECOND PARTY. The decision of FIRST PARTY shall be final and binding in all such cases and SECOND PARTY shall make good the loss sustained by FIRST PARTY by payment of compensation.

10. ACCIDENT OR UNTOWARD INCIDENT

i. That in the event of any unfortunate accident resulting into temporary, partial or total disablement or death or other natural calamities of any of SECOND PARTY's personnel, SECOND PARTY shall only be responsible for the same. SECOND PARTY shall also ensure that immediate and adequate medical aid viz. First aid and subsequent treatment facilities are provided to the concerned personnel free of cost and without fail. In addition, SECOND PARTY shall solely be liable for meeting with statutory liabilities under the ESI/PF, Employees' Compensation Act or any other labour legislation. In case any such expenses including hospitalization expenses are incurred by FIRST PARTY of its own, then it reserves all right to recover the same from SECOND PARTY including interest thereon, if any.

11. INDEMNIFICATION

i. SECOND PARTY alone shall be responsible and FIRST PARTY shall not be held responsible/liable under any circumstances for any accident or injury and/or any third party claim arising out of such accident and any temporary /permanent /partial /total bodily disablement/ injury/ infirmity and/or death arising out of any such accident of SECOND PARTY/ his personnel engaged for the assigned services for FIRST PARTY in terms of costs, claim, compensation, damages or any other consequences legal or otherwise.

ii SECOND PARTY shall observe and comply with all Rules and Regulations of the Central/State Government or the provision of any law including rules and regulations of any local authority in force from time to time which may be applicable.

iii SECOND PARTY hereby indemnifies and keeps FIRST PARTY indemnified and its directors, officers and employees and save them harmless against any action, proceedings claims or demands of any person, Government or local authority made against FIRST PARTY, its directors, officers and employees in respect of or as a result of the business operations carried on by SECOND PARTY or SECOND PARTY committing any breach of the provisions of any statutory regulations and/or this agreement or in consequence of any act or commission or omission or default of SECOND PARTY, their servants, agents or workmen and against all costs, losses, damages, hardship, injuries, charges and expenses which FIRST PARTY may have to pay, incur or sustain by other wise, in relation thereto.

iv If any, damage is caused to any property or any injury is caused to or the death occurs of any person inside/outside of the premises of FIRST PARTY due to the act or default of any person employed by SECOND PARTY, SECOND PARTY alone will be liable in damage or for compensation in respect thereof and SECOND PARTY agrees to indemnify FIRST PARTY and to keep FIRST PARTY indemnified against all losses, damages, costs, charges, expenses, suits, proceedings and all liability of whatsoever nature and kind which FIRST PARTY may incur, sustain, suffer or put to in consequence or by reason of such damage, injury or loss of life.

v. SECOND PARTY shall indemnify and keep FIRST PARTY indemnified against any loss or damage or cost, charges, suits, proceedings and expenses and all liability of whatsoever nature or kind that may be caused by non-performance of the term(s) of this Agreement or any wrongful act and /or default on the part of SECOND PARTY or their agents or servants and/or any of SECOND PARTY's undertaking being false, incomplete or incorrect.

12. TENURE

i. That this agreement is valid from to which may further be renewed for such period and on such terms and conditions as may be mutually agreed upon by both the parties.

13. TERMINATION

i. That should either party to this agreement require to terminate it before its natural expiry, it shall givedays/months prior written notice to the other party, at the expiry of which this agreement shall stand determined.

14. SEVERABILITY

i. Should any provision(s) of this agreement be held invalid or unenforceable under the laws of India, such invalidity shall not affect any other provision(s) of this Agreement, and neither shall it be held to affect the Agreement in its entirety. This agreement shall then be construed as if it did not contain the provision(s) held to be invalid, and the parties shall endeavor in good faith to replace such invalid provision(s) with new provision(s) which shall be, as nearly as possible, similar in its/their legal and commercial effect to the original and replaced provision(s).

15. ARBITRATION

i. That in case any dispute or difference or question arises between the parties as to the interpretation or effect of any clause or clauses of this Agreement or as to the performance or non-performance of the terms thereof or in connection with any rights or duties or obligations of any party thereunder or as to any other dispute touching the contents of the agreement or these presents shall as far as possible, be resolved mutually by both the parties.

ii. That if the parties fails to resolve then only the same shall be referred to the arbitration of the, as sole arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996 including any statutory modification(s) or re-enactments thereof for the time being in force.

iii. That the award so made shall be final and binding on both the parties. The cost of reference and award shall be shared equally by both the parties except otherwise decided by the sole arbitrator. The territory of is understood and mutually agreed upon by both the parties as the place of arbitration. However, the provisions contained in this clause shall be without prejudice to any other right available to FIRST PARTY under any other law for the time being in force in India.

iv. The Parties also agree that when any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the parties shall continue to fulfill their respective obligations and shall be entitled to exercise their rights under this Agreement.

16. JURISDICTION

This Agreement includes the General Terms & Conditions, if any, which forms part of this Agreement and are binding upon the Parties.

However, this Agreement shall always prevail over the General Terms & Conditions to the extent the said general terms & conditions are inconsistent with this agreement. Only courts at shall have jurisdiction in all matters arising out of this agreement.

IN WITNESSTH the parties hereto execute and sign this agreement after fully understanding its meaning, purpose and intent on the date and place mentioned above.

For FIRST PARTY

1. Signature: _____

Name

Address:

For SECOND PARTY

2. Signature _____

Name:

Address:

WITNESSES:

- 1.
- 2.