

PICKUP & DELIVERY ASSOCIATE AGREEMENT

This agreement is made and executed on this by and between,

M/s Countrywide Logistics India Private Ltd., having its registered office at 101,Chitrarath Complex , Near Precident Hotel, Opp. Muncipal Market, C.G. Road,Ahmedbad-380009 through its authorised person **Mr** _____, in the company (herein after referred to and called as **the 'CWL'** which expression shall mean and includes his successors, legal heirs, legal representatives, Executors, administrators and assignees) **of the First Part.**

AND

Mr _____ **S/o.** _____, by faith /religion _____, aged _____ years, **Occupation : Business, Residing at address :** _____.
(herein after called and referred as '**PICKUP & DELIVERY ASSOCIATE**' which expression shall mean and includes his successors, legal heirs, legal representatives, Executors, administrators and assignees) of the **SECOND PART.**

AND

Mr. _____ **S/o** _____ by faith /religion _____, aged : _____ years, Occupation : _____, Resident of address at : _____, _____ (hereinafter referred to as the **Guarantor** which term shall mean and incline his/her successors, legal heirs, executors administrators, etc) **of the Third Part.**

Whereas '**CWL**' is in the business of Transportation, Cargo and Logistics services, under the name and style as "**Countrywide Logistics India Private Ltd**" and to expand the business and services of the company, '**CWL**' is in process of appointing **PICKUP & DELIVERY ASSOCIATES** at various places of the country to take care the business and services like Door to Door Booking and Deliveries of the shipments from its customers and other services related to the business of the company, as per terms and conditions of this contract and as per the instructions passed by '**CWL**' from time to time to the **PICKUP & DELIVERY ASSOCIATE**, for the specific territory allotted to the **PICKUP & DELIVERY ASSOCIATE** Holder..

And whereas the '**PICKUP & DELIVERY ASSOCIATE**' being interested to become a **PICKUP & DELIVERY ASSOCIATE** holder of the '**CWL**', has approached and apply to "**CWL**" for appoint himself as a **PICKUP & DELIVERY ASSOCIATE** of '**CWL**', '**CWL**' by accepting the application of Mr._____, appointing him as **PICKUP & DELIVERY ASSOCIATE** for the _____ location/city on bellow terms and conditions of this agreement.

And whereas the party of the Third Part has undertaken the responsibility of the '**PICKUP & DELIVERY ASSOCIATE** owner' and assumes full liability of 'the **PICKUP & DELIVERY ASSOCIATE**' **of the Second Part.**

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

CWL

PICKUP & DELIVERY ASSOCIATE

Guarantor

1. Validity and Renewal of the Agreement:

1	This agreement is valid for one year commencing from Date : __/__/2019 and on expiry of this contract it shall be renewed further on mutual consent and agreed terms and conditions by 'CWL' and The PICKUP & DELIVERY ASSOCIATE .
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2. BUSINESS TERMS:

1	Service charges for Booking and Deliveries shall be payable as per ANNEXURE II
2	Service charges may be reducing where 'CWL' has offered discounted Rates to the customer/s or it may be due to any other reason for which a separate communication will be sent to The PICKUP & DELIVERY ASSOCIATE .
3	The PICKUP & DELIVERY ASSOCIATE ensures to follow strictly the guidelines and instructions given by 'CWL' while booking the consignments.
6	The PICKUP & DELIVERY ASSOCIATE is not authorized to enter into or sign the Business contract/contract for transportations or any other contract which is related to the business of 'CWL', directly with customer/s. All contracts shall be made and executed by & on behalf of 'CWL' only.

SECURITY DEPOSIT:

1	The PICKUP & DELIVERY ASSOCIATE shall deposit Rs.25000/- (Twenty Five Thousand Only) with 'CWL' as interest free Security Deposit. Which has been paid via cheque No. _____ dated _____ of _____ bank, subject to clearance of the cheque.
2	On expiry of this contract the above security deposit shall be refunded to the PICKUP & DELIVERY ASSOCIATE after adjusting any amount due from him. However, in case of any breach of the terms and condition of this contract or if the PICKUP & DELIVERY ASSOCIATE is not able to submit proper details of accounts or any act on the part of the PICKUP & DELIVERY ASSOCIATE which is against the interest and reputation of 'CWL', 'CWL' shall be authorized to forfeit the security deposit of the PICKUP & DELIVERY ASSOCIATE .

STANDARD OPERATIONALPROCEDURE FOR BOOKING:

1	The PICKUP & DELIVERY ASSOCIATE shall ensure about the vehicle placement at customer's place as per scheduled time or as per customer's requirement.
2	The PICKUP & DELIVERY ASSOCIATE shall ensure to prepare the consignment notes/ DWB at customer's premises and handover a <u>copy of consignment note to the consignor duly signed by consignor, immediately after receiving of the consignment.</u>
3	The PICKUP & DELIVERY ASSOCIATE shall ensure to prepare and affix the cargo sticker on each and every parcel of booked strictly by mentioning proper detail on it, like DWB number,

	Name/Code of Booking and Delivery branch, Number of packages, etc.,
4	The PICKUP & DELIVERY ASSOCIATE shall ensure to collect and carry Valid E Waybill, Invoices and other documents which shall be required and essential for booking and transportation of the shipments as per prevailing government rules and regulations.
5	The PICKUP & DELIVERY ASSOCIATE shall be responsible for booking and picking up the consignments from the place /door of the customers and deliver the same to CWL's office/HUB on or before cut off time on daily basis.
6	The PICKUP & DELIVERY ASSOCIATE is responsible to handover all the consignments booked to the concern staff of 'CWL' at 'CWL' Hub/office as per consignment notes prepared and which shall be in good and intact condition without any damage to any of the shipment on daily basis and ensure to obtain proper receipt for the same from concern staff of 'CWL'.

STANDARD OPERATIONAL PROCEDURE FOR DELIVERY:

1	The PICKUP & DELIVERY ASSOCIATE shall ensure to place his vehicle for delivery at 'CWL' office as per scheduled time or as per instruction of "CWL" from time to time.
2	The PICKUP & DELIVERY ASSOCIATE shall ensure and satisfy himself about the quantity and conditions of the shipments as per consignment notes, while accepting the same for delivery from 'CWL'.
3	The PICKUP & DELIVERY ASSOCIATE shall not accept any damaged / short consignments for delivery. If it will accepted by the PICKUP & DELIVERY ASSOCIATE and incase of claim raised by consignor/consignee, in such case entire claim value and freight value shall be debited to the account of The PICKUP & DELIVERY ASSOCIATE.
4	The PICKUP & DELIVERY ASSOCIATE hereby authorized to accept cheque payments issued in favor of ' <u>COUNTRYWIDE LOGISTICS INDIA PVT. LTD</u> ', from customers, however in case of payments received in CASH, same has to be handover to the concern staff at 'CWL' office/Hub on daily basis and to take acknowledgement / money receipt for the same.
5	The PICKUP & DELIVERY ASSOCIATE shall ensure to collect total amount of To-Pay shipment from consignee as per consignment note, at the time of delivery and not to deliver any shipment against part payment and/or part delivery, in case of otherwise the PICKUP & DELIVERY ASSOCIATE shall be held responsible for the same and entire to-pay amount will be recovered from the PICKUP & DELIVERY ASSOCIATE.
6	In case of consignments booked on COD/DOD basis, the PICKUP & DELIVERY ASSOCIATE shall ensure the delivery of consignments only after receiving of COD/DOD amount by way of cheque/Demand Draft as per the written instructions by consignor on DWB/consignment note. The PICKUP & DELIVERY ASSOCIATE shall be held responsible for non-collection of COD/DOD amount from Consignee, and in such cases entire invoice amount of consignment/

	amount of COD/DOD shall be debited to and recovered from the PICKUP & DELIVERY ASSOCIATE.
7	“CWL” has reserve its right to depute the company employee for collection of to-pay and/or COD/DOD consignments in special circumstances.
8	The PICKUP & DELIVERY ASSOCIATE shall ensure to obtain proper acknowledgement on DRS and POD as per instructions and requirement of ‘CWL’ without fail. Improper acknowledgement shall be treated as non – delivery and no handling charges will be payable against such improper acknowledged consignment notes.
9	The PICKUP & DELIVERY ASSOCIATE shall ensure to submit all DRS / PODs without any daily basis to “CWL” without fail.
10	The PICKUP & DELIVERY ASSOCIATE shall ensure deliveries of consignments within Local delivery area on daily basis. The PICKUP & DELIVERY ASSOCIATE has to take prior written permission, for delivery of consignments belongs to ODA locations, from its controlling office. In case of ODA delivery, actual ODA expenses shall be reimbursed to the PICKUP & DELIVERY ASSOCIATE subject prior written approval has been taken for the same form its controlling office.

3. RESPONSIBILITIES OF PICKUP & DELIVERY ASSOCIATE:

1	The PICKUP & DELIVERY ASSOCIATE shall work as PICKUP & DELIVERY ASSOCIATE exclusively for ‘CWL’ only and he shall not allow running or engaging himself in any other business / PICKUP & DELIVERY ASSOCIATE / agency of any other company during the validity of this agreement with ‘CWL’.
2	“CWL” shall reserve it right to appoint more than one PICKUP & DELIVERY ASSOCIATE/ Business Associates in the same area of the PICKUP & DELIVERY ASSOCIATE for it business expansion.
3	The PICKUP & DELIVERY ASSOCIATE shall be responsible for checking\reporting of the vehicle of “CWL” passing through his area/territory of operation and in case of any unwanted situation he must inform to ‘CWL’ immediately.
4	The PICKUP & DELIVERY ASSOCIATE and/or his employees shall ensure, not to act in any such manner which will damage the reputation of ‘CWL’.
5	The PICKUP & DELIVERY ASSOCIATE should have his own commercial vehicle as per requirement of ‘CWL’. The vehicle of the PICKUP & DELIVERY ASSOCIATE shall require to paint as per standard painting norms and design of ‘CWL’ and such cost for painting shall be bear equally by ‘CWL’ and The PICKUP & DELIVERY ASSOCIATE.
6	The PICKUP & DELIVERY ASSOCIATE is not allowed to use his vehicle, for any other purpose,

	other than the purpose of booking and deliveries for 'CWL'.
7	The PICKUP & DELIVERY ASSOCIATE shall have to arrange for Loading and unloading of consignments at the time of booking and delivery. No Loading or Unloading charges shall be reimbursed by 'CWL' to the PICKUP & DELIVERY ASSOCIATE for the same.
8	In case of vehicle break down, the PICKUP & DELIVERY ASSOCIATE shall ensure that no booking and delivery shall be affected by making alternative arrangements immediately.
9	The time of vehicle departure & arrival should be displayed on the PICKUP & DELIVERY ASSOCIATE's business for customer's knowledge.
10	The PICKUP & DELIVERY ASSOCIATE shall ensure safe custody of blank 'CWL' consignment notes and other stationery, the PICKUP & DELIVERY ASSOCIATE shall be responsible for any misuse of 'CWL' consignment notes and other stationery provided to him. 'CWL' shall check and audit the proper custody and accounting of stock of the consignment notes and other stationery issued/handover to him from time to time and the PICKUP & DELIVERY ASSOCIATE shall submit all the stationery before the representative or auditor of 'CWL' whenever require or demand.
11	The PICKUP & DELIVERY ASSOCIATE hereby agrees to indemnify and keep 'CWL' indemnified against all claims, damages suits, costs expenses, etc, 'CWL' may suffer as a consequence of lost or misplaced consignment notes, money, material or consignment/s from his custody or from the custody of his employees.
12	The PICKUP & DELIVERY ASSOCIATE shall have to insured his warehouse & goods covered under fire or shop insurance policy and to submit the photocopy of the policy within a month from the date of signing of this contract.
13	The PICKUP & DELIVERY ASSOCIATE shall not act or omit any such thing which will cause damage to 'CWL' and or its group companies, in case the PICKUP & DELIVERY ASSOCIATE or his employee found involved in any unlawful act, 'CWL' reserved its rights to initiate proper legal action along with the right to forfeit the security deposits Rs._____/-.
14	The PICKUP & DELIVERY ASSOCIATE shall have to keep a weighing scale in his office, with valid marking and certification as per government rules.
15	The PICKUP & DELIVERY ASSOCIATE is not allow to book courier (envelops) as the 'CWL' is not in business of courier (booking of documents).
16	The PICKUP & DELIVERY ASSOCIATE shall ensure to deposit CASH/Cheque/DD collected against Paid booking/s, To-Pay Deliveries, COD/DOD deliveries, Demurrage charges etc., to 'CWL' on same day of booking/delivery and obtain receipt of the same from concern staff OR it can be deposited in bank account of 'CWL', as informed and instructed by 'CWL' from time to time.

4. BILL SUBMISSION:

1	The PICKUP & DELIVERY ASSOCIATE shall submit the bills to its controlling branch office by 5 th of every month along with all supporting like PRS / DRS / TCV / PODs etc.
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5. PAYMENT TERMS:

1	Payment will release after 30 days from the submission of bill.
2	Payments will be released by cheque/NEFT/RTGS in favour of the PICKUP & DELIVERY ASSOCIATE, after deduction of applicable taxes as per prevailing government rules time to time.

6. TERMINATION:

1	Either party shall be at liberty to terminate this agreement by giving 1(ONE) Month advance notice to the other side in writing.
2	The PICKUP & DELIVERY ASSOCIATE shall keep providing the services during the notice period as per requirement of 'CWL' and all term and Condition of this agreement will remain in force till the last date of the notice unless otherwise instructed by 'CWL'.
3	In case of breach of any terms and condition of this agreement by The PICKUP & DELIVERY ASSOCIATE or The PICKUP & DELIVERY ASSOCIATE found involve in any Unlawful activity, which may damage the reputation and image of 'CWL', 'CWL' is at liberty to terminate this agreement at any Time without any prior notice to the The PICKUP & DELIVERY ASSOCIATE.
4	In case The PICKUP & DELIVERY ASSOCIATE fails to intimate about the termination of contract in advance, 'CWL' has right to seize/forfeit Security Deposit of the PICKUP & DELIVERY ASSOCIATE.
5	After termination of this agreement, The PICKUP & DELIVERY ASSOCIATE shall remove the logo 'CWL' Immediately and should not run the vehicle with the logo of 'CWL'.

7. Compliance of Laws Related to Manpower:

1	The PICKUP & DELIVERY ASSOCIATE shall be responsible for compliance of all the laws, rules and regulations and Government instructions that are or that will be applicable to protect the interest of the employees/ workers/drivers engaged by him and shall ensure payment of all the statutory dues/ liabilities as may have arisen in the past or may arise during the course of performance of this contract. 'CWL' shall not be responsible in case of arisen of any dispute between The PICKUP & DELIVERY ASSOCIATE and his employee/worker/drivers for noncompliance of any law, act and/or any rules and regulation thereof.
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8. Guarantor Clause:

1	Guarantor hereby agreed and undertakes the responsibility, to stand as absolute guarantor, to compensate the financial loss suffered by 'CWL', due to any unlawful act or breach of any terms and condition of this agreement by the PICKUP & DELIVERY ASSOCIATE Owner Mr. _____ or his employee/driver.
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CWL

PICKUP & DELIVERY ASSOCIATE

Guarantor

9. JURISDICTION:

1	The parties of this agreement, agrees that the courts of Ahmedabad City, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.
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In witness where of the parties have hereunto set and subscribed their hands on the date and year above mention.

Affix photo and signed across

Authorized Signatory of 'CWL' ASSOCIATE

Signature of PICKUP & DELIVERY

Date:

Date:

(1)Witness:

(2) Witness:

Name and address

Name and address

Sign_____

Sign_____

Affix photo and signed across

Signature of Guarantor

Date:

(3) Witness:

Name and address

Sign_____

ANNEXURE – I**BASIC INFORMATION OF PICKUP & DELIVERY ASSOCIATE:**

1	Name of PICKUP & DELIVERY ASSOCIATE	Mr. _____,
2	Name of Proprietor / Director / Owner	
3	Address of PICKUP & DELIVERY ASSOCIATE Location/Shop	
4	Name of Contact person	
5	Contact Number 1	
6	Contact Number 2	
7	Email address	
8	Pan Number	
9	GST registration number	

CHECKLIST OF ESSENTIAL DOCUMENTS ATTACHED WITH AGREEMENT:

Identity proof		Pan card		Telephone bill	
Address proof		Voting card		Other	
Driving license		Electricity bill		Document of vehicles	

PICKUP & DELIVERY ASSOCIATE VEHICLE DETAIL

Veh. Registration No.	
Chasis No.	
Engine No.	

ANNEXURE – II**SERVICE CHARGES ON BOOKING:-**

S.N	Details	Charges Payable
1	PAID Bkg / DWB	_____ % of Basic Freight
2	TOPAY Bkg / DWB	_____ % of Basic Freight
3	TBB/ Contractual Customer	_____ % of Basic Freight
4	Maximum Service Charges / DWB	Rs. _____
5	Service Charges for FTL Bkg	Rs. _____

SERVICE CHARGES ON DELIVERY:

S.N	Details	Charges Payable Rs.
1	Per DWB / kg	Rs. _____
2	ODA Charges (subject to added in DWB for delivery)	_____ % of ODA Charged

OTHER CHARGES:

S.N	Details	Charges Payable Rs.
1	Office Maintenance (For _____ Months)	Rs. _____
2	Labor charges / Ton	Rs. _____