

MANPOWER AGREEMENT

This Agreement dated, **10th September 2019** is made at Mumbai, between:

_____, a company duly incorporated under the Companies Act, 1956 (as amended from time to time) and having its Registered _____, hereinafter referred to as "**the COMPANY**" (which expression, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **One Part**

And

_____, (having PAN No. _____) a company duly incorporated under the Companies Act, 1956 (as amended from time to time) and having its Registered office at _____, and its hereinafter referred to as "**Service Provider**" (which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors or assigns) of the **Other Part**.

(**The Service Provider** and **the Company** are individually referred to as "**Party**" and collectively as "**Parties**")

WHEREAS:

- (i) **The Company** is a Business Correspondent and provides services to Banks and Financial Institutions.
- (ii) **The Service Provider** is engaged in providing Services in the field of human resource supply chain management, consultancy and other allied Services to various industrial and commercial establishments throughout India. The **SERVICE PROVIDER** has represented that they have the required infrastructure, expertise, experienced and trained manpower and resources to provide such Services to **the Company** at various locations as per **the company's** requirements.
- (iii) The **Service Provider** has offered its services and on the basis of the aforesaid representation, the Company wishes to avail the Services listed in **Annexure A** (hereinafter referred to as "**Services**") and **the Service Provider** has agreed to provide the Services to **the Company** at the locations specified in **Annexure A** through its employees (hereinafter referred to as "**Associates**") on a principal to principal basis on the terms and conditions as set out hereinafter.
- (iv) The **Parties** wish to record the terms and conditions of provision of the Services in the manner hereinafter appearing.

IT IS THEREFORE HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. TERM & TERMINATION

- 1.1. **The Company** hereby appoints **the Service Provider**, for providing the Services listed in Annexure A on a non-exclusive basis commencing from _____.
- 1.2. This Agreement shall remain in force for a period of One (1) year from the date above written and is subject to further extension by mutual written agreement of both the Parties.
- 1.3. The Company shall, in the event of the Service Provider committing any breach of any of the terms of this Agreement or if the services provided by the Service Provider is considered to be unsatisfactory or for any other reason considered by the Company as sufficient be entitled to terminate this Agreement by giving thirty (30) days notice in writing to the Service Provider.
- 1.4. On expiry or earlier determination of this Agreement, the Service Provider and Associates shall vacate the premises without in anyway causing any damage to the said premises and the Company's property thereon.
- 1.5. Either **Party** may terminate this Agreement with a thirty (30) days prior written notice ("**Notice**") given to the other without being liable to give any reason for such termination or compensation for such earlier termination.

2. **SCOPE OF SERVICES:** The Service Provider shall provide Associates to the Company as per the Company's requirement. The associates provided by the Service Provider shall be strictly under the supervision of the Service Provider.
3. **CONSIDERATION**
 - 3.1. In consideration for the Services, **THE COMPANY** shall pay to **the SERVICE PROVIDER** the full amounts listed in **Annexure B** in accordance with the payments terms specified therein.
 - 3.2. The Company is not liable and shall not make any payments to the Associates directly.
 - 3.3. In the event of termination, **THE COMPANY** shall pay to **the SERVICE PROVIDER** as full compensation all undisputed amounts due for Services rendered prior to the Notice and for Services thereafter rendered as specified in the Notice.
4. **OBLIGATIONS OF THE SERVICE PROVIDER**
 - 4.1. The Service Provider will make it clear to the Associates that the latter are employees of the Service Provider and they shall have no claims against the Company and the Company shall not be liable to pay any wages, salary, compensation, other costs or expenses and any statutory benefits due to the associates deputed by Service Provider for rendering services under this agreement.
 - 4.2. All Associates rendering the Services hereunder shall be employees of **the SERVICE PROVIDER and the SERVICE PROVIDER** agrees to ensure timely payment of employee salaries, applicable statutory payments and other dues and **THE COMPANY** agrees to strictly abide by the payment terms set out in Cl. 4.1 of Annexure B attached to this Agreement. Upon written request by **THE COMPANY, SERVICE PROVIDER** agrees to submit documents evidencing statutory payouts.
 - 4.3. The Service Provider has ensured before deputing staff at the premises of the Company that they have undertook background verification of the associates which shall be furnished to the Company at request.
 - 4.4. Subject to notice period requirements agreed between **the SERVICE PROVIDER** and the Associate, **THE COMPANY** can request **SERVICE PROVIDER** to remove any Associate from providing Services to **THE COMPANY**, if in its reasonable opinion such Associate is not suitable.
 - 4.5. **THE COMPANY** agrees that in the event of revision in Minimum Wages or increase in the VDA/SDA/DA notified by the appropriate Government or on its behalf during the term of this Agreement, the current CTC structure of Associates will automatically be revised to be on par with the requirements of such notification.
5. **REPRESENTATIONS AND WARRANTIES:**
 - 5.1. The Service Provide rhereby represents and warrants that:
 - 5.1.1. The Service Provider has the right to enter into this Agreement and to fully perform all of its obligations in this Agreement.
 - 5.1.2. The Service Providers entering into this Agreement with the Company and the performance of the services does not and will not conflict with or result in any breach or default under any other agreement the Service Provider is party.
 - 5.2. The Company hereby represents and warrants that :
 - 5.2.1. It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder ; and
 - 5.2.2. The execution of this Agreement by its representative whose signatures are set forth has been duly authorized by all necessary action.
6. **RELATION BETWEEN THE PARTIES:** It is hereby expressly agreed and understood between the parties that the Service Provider is an independent Service Provider and shall be solely responsible as employer of the employees engaged as associates. Further there is no master and servant relationship between the Company and the Service Provider or between the Company and the associates. The Service Provider shall have no authority to bind the Company in any manner and the Service Provider shall not make any agreements or representations on the Company's behalf.
7. **CONFIDENTIALITY:** The Parties agree to each other that they shall hold all information, data, material, instructions, communications, Associate personnel details, terms and conditions of business and such other information specifically marked as "Confidential" during receipt from each other as strictly confidential,

whether received in writing or oral form. The SERVICE PROVIDER agrees that any of THE COMPANY's technical or business information that the SERVICE PROVIDER's employees other than Associates acquire while on THE COMPANY's premises or through access to THE COMPANY's computer systems or databases while on or off THE COMPANY's premises, shall be deemed confidential information.

8. INDEMNITY AND LIMITATION OF LIABILITY

8.1. **The SERVICE PROVIDER** agrees to indemnify **THE COMPANY** in the event if there is default of payment of any statutory dues and employee benefits of the Associates. In no event shall either party be liable to the other for any incidental, special, exemplary, consequential or punitive damages based on any theory of contract, tort, strict liability, negligence, equitable principle or otherwise, even if such party has been advised of, or should have known of, the possibility of such damages.

8.2. **The SERVICE PROVIDER** agrees to indemnify **THE COMPANY** in the event if there is liability arising out of act or omission including but not limited to any misconduct negligence, misrepresentation, misappropriation, fraud, forgery, dishonesty, robbery, theft, breach of confidentiality by any associate provided by the **Service Provider**.

9. **RECORDS & RETENTION:** **The SERVICE PROVIDER** shall maintain statutory records viz. Salary registers, Provident Fund, ESI, Bonus, Maternity Benefit etc., required under the labor regulations in addition to the requirements set out in the India Companies Act, 2013 and shall reproduce such records to the Company when requested by the COMPANY

10. **NON SOLICITATION:** During the term of this agreement and 3 years after termination hereof, THE COMPANY & the SERVICE PROVIDER agrees that it will not recruit or solicit for recruitment any existing employee of each other. In the event of a breach of this clause, the party who will violate this terms shall pay the other party an amount equivalent to 3 months current CTC of such candidate/employee.

11. SETTLEMENT OF DISPUTES

11.1. Neither Party shall be entitled to make any claim and/ or be liable to the other Party whether in tort (including negligence) or in contract except as specifically provided in this Agreement.

11.2. If for any reason THE COMPANY and the SERVICE PROVIDER are unable to resolve a claim for an adjustment, either party shall notify the other in writing that a dispute exists and request a final determination. Any such request by the Party shall be clearly identified by reference to this Section and shall summarize the facts in dispute and the Party's proposal for resolution. If the matter cannot be resolved mutually, the dispute shall be referred for Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted at Mumbai in English language by a sole arbitrator, mutually appointed by both the Parties.

11.3. This Agreement will be construed in accordance with and governed by the Laws of India and each party agrees to submit to the supervisory jurisdiction of the courts in the city of Mumbai, India.

12. ENTIRE CONTRACT

12.1. This Agreement and documents attached herewith constitute the entire contract between the **Parties** with respect to the subject matter hereof.

12.2. No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly authorised representatives of both parties hereto.

12.3. This Agreement may be signed in counter parts.

13. WAIVER: Failure by either **Party** to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

14. MISCELLANEOUS

14.1. Unless otherwise agreed upon the respective addresses for communication in respect of any matter relating to this agreement shall be as mentioned in title of this Agreement.

14.2. The Service Provider shall not assign any rights or delegate or subcontract any obligations, rights or duties under this Agreement without prior written intimation to the COMPANY

14.3. In the event any terms of this Agreement are found to be illegal, invalid or unenforceable such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement and shall be held severable from the remaining terms.