**No:**

**MASTER SERVICE AGREEMENT**

**BETWEEN**

**­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement is made at New Delhi on this \_day of \_\_\_2020 BETWEEN

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Client”), which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns of the FIRST PART

And

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** a Company registered under Companies Act 2013 with PAN No. \_\_\_\_\_\_\_\_\_\_\_\_nd having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New Delhi – 110044 thereinafter referred to as **“Service Provider**" (which expression shall unless repugnant to the subject or context shall mean and include its successors, permitted assigns, and administrators) of the other part.

**WHEREAS:**

1. This Agreement is purely a Contract for Services related to manpower supply for office functions.
2. SERVICE PROVIDER is engaged in the field of staffing solutions that includes manpower supply, recruitment services, placement services for direct marketing, promotional activities and all other kind of jobs, labour managements, technical, non-technical, skilled and un-skilled personnel requirements etc. etc.
3. CLIENT is engaged in inter alia, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. CLIENT is desirous of availing staffing solutions for its office functions and SERVICE PROVIDER has approached and represented to CLIENT that it has the calibre and necessary infrastructure to provide such services as mentioned hereinabove.
5. Based on such representations, CLIENT has agreed to avail such services as mentioned above, through SERVICE PROVIDER, the same being elaborated in detail as per the mutually agreed terms and conditions hereinafter.
6. The registered office of SERVICE PROVIDER is situated in the state of Maharashtra. Primarily SERVICE PROVIDER’s Delhi Branch office is going to cater to the needs of the CLIENT.
7. The registered office of the CLIENT is situated in the State of Maharashtra and will avail services across multiple States in India on need basis.

CLIENT AND SERVICE PROVIDER shall individually refer to as Party and collectively as Parties respectively.

NOW THEREFORE, in consideration of the mutual consent and understandings herein stated, the Parties hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

The following terms when used in this Agreement (including the recital), shall have the following meanings:

* 1. 'Commencement Date' : From **1st \_\_\_\_\_ 2020**
	2. 'Pricing' : The amount specified in **Annexure 1**
	3. Term' : From **1st \_\_\_\_\_2020 to 31st \_\_\_\_\_\_2021**
	4. Renewal : This Parties shall have an option to renew this agreement by giving thirty (30 days) written notice to each other prior to expiration of this Agreement. This Agreement may be renewed by the Parties in writing with mutual consent.
1. **AGREEMENT FOR SERVICES**

CLIENT and SERVICE PROVIDER hereby enters into this Agreement for the scope of services as detailed in the Clause 3 hereunder, written under the terms and conditions herein contained.

1. **SCOPE OF WORK**

That SERVICE PROVIDER shall deploy or cause to deploy personnel as per requirement and specifications intimated to it by CLIENT from time to time who shall undertake office functions as instructed by CLIENT. The quality of service will be the essence of this Agreement and shall form a central factor of this Agreement. SERVICE PROVIDER will take all possible steps to ensure consistent good quality of service thru its manpower deployed. The scope of work along with each team member’s role and responsibility is annexed herewith and marked as Annexure-2.

1. **RELATIONSHIP BETWEEN THE PARTIES**

The Parties hereby agree that for the scope of services detailed in Clause 3, both the parties shall act as principals.

1. **FUNCTIONS, DUTIES & OBLIGATIONS OF SERVICE PROVIDER**
2. SERVICE PROVIDER shall from the commencement date of the terms, shall provide services as agreed upon and set out in this Agreement and Schedules annexed hereto in a professional and competent manner, as per good trade practices legislations and regulations in force.
3. SERVICE PROVIDER shall comply and continue to comply with all the statutory provisions and shall obtain all licenses, permissions and registrations as may be required under applicable law , for the conduct of their business and which permits SERVICE PROVIDER to provide the services under this Agreement.
4. SERVICE PROVIDER shall be responsible and liable for payment of salaries, wages and other legal dues of the Personnel who are employed by it for the purpose of rendering the Services under this Agreement and shall maintain proper books of accounts, records and documents and comply with all statutes, rules and regulations which are applicable to it or the Personnel employed by it for the fulfillment of the terms of the Agreement.
5. The SERVICE PROVIDER shall, as the employer, have the exclusive right to terminate the services of any of Personnel employed to fulfill its obligations under this Agreement and to substitute any person instead.
6. Each Party shall adhere strictly to the provisions of this Agreement and shall not assign, transfer, change or in any matter make over or purport to assign, transfer or change any part of this Agreement or its rights, benefits and obligations hereunder or any part thereof to any third party with the prior written consent of the Client.
7. SERVICE PROVIDER, in performing its obligations under this Agreement, shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid impropriety or adverse impact on the interest of the Client.
8. The SERVICE PROVIDER will not incur any liability on behalf of the Client or in any way pledge or purport to pledge the Client’ s credit or accept any other order or make any contract binding upon the Client without the first approving the terms in writing.
9. The SERVICE PROVIDER will not make any promises, representations, warranties or guarantees on behalf of the Client without the prior consent in writing of the Client.
10. The SERVICE PROVIDER shall not deal with any form of media in relation to this Agreement.
11. **DEPLOYMENT OF PERSONNEL BY SERVICE PROVIDER**
12. SERVICE PROVIDER shall provide the services on its own account as per the requirement of CLIENT so as to carry out smooth office functions under this agreement.
13. CLIENT may, impart such additional training to the supervisor/manager of SERVICE PROVIDER so that such manpower deployed by SERVICE PROVIDER for CLIENT are fully aware of their job, roles and responsibilities. The number of personnel deployed may be increased/decreased with mutual consent on mutually agreed terms.
14. SERVICE PROVIDER undertakes that it shall only deploy persons having proper skills / experience /potential selected by CLIENT to handle with good standard and competence for providing services as required by the CLIENT. The services as specified in the Clause 3 shall be carried out as per specifications herein contained.
15. The services as specified in this agreement and in the Clause 3 shall be normally carried out within office hours (8 hours per day) However, authorised personnel of CLIENT shall, in advance, specify and intimate any work to be carried out on holidays (except on National Holidays, wherever declared locally) and on special occasions to SERVICE PROVIDER and accordingly such services would be reasonably performed on those days by SERVICE PROVIDER.
16. It is made clear that there shall not subsist, in any manner whatsoever, any employer - employee relationship between the personnel deployed by SERVICE PROVIDER and CLIENT and that SERVICE PROVIDER shall be responsible for payment of consideration / any other amounts payable under this agreement to its personnel, and that SERVICE PROVIDER shall comply with all statutory formalities including labour laws relating to personnel deployed by it.
17. The payment of consideration and other benefits, if any, to the personnel of the SERVICE PROVIDER so deployed, shall be the exclusive responsibility of SERVICE PROVIDER and the persons deployed by SERVICE PROVIDER shall have no claim whatsoever on CLIENT. However, CLIENT shall be at its own sole discretion may provide reward or any motivational benefit for any manpower of SERVICE PROVIDER who in the opinion of CLIENT has done some exceptional or extraordinary work in the usual course of performing his/her duties and the same shall be billed to CLIENT under this agreement.
18. **CONSIDERATION AND TERMS OF PAYMENT**
19. SERVICE PROVIDER will be entitled to a monthly fee as per ANNEXURE 1 annexed hereto besides raising a monthly bill separately and additionally for the salaries of the team utilised for the month. The Invoices will be raised by SERVICE PROVIDER on receiving approval on the Attendance /any other amount or expenses and will be sent to CLIENT for processing. Taxes as per the law/(s) in force and at the rates prescribed in the law/(s) in force as on the date of raising the Invoice would be levied on the Invoice amount and shall be recovered from the CLIENT over and above the monthly fees as per **ANNEXURE -1.**
20. SERVICE PROVIDER shall inform the CLIENT and accordingly CLIENT shall provide SERVICE PROVIDER the requisite details /documents, declarations or undertake prescribed compliances for the purpose of tax exemptions/ lower tax rates at the time of issuance of purchase order. If the requisite details/documents, declarations are not provided then appropriate taxes shall be charged and no tax exemption/ lower rates would be charged by SERVICE PROVIDER.
21. If the CLIENT has provided any incorrect/incomplete details or if there is any non- compliance on behalf of the CLIENT, due to which a demand is made on SERVICE PROVIDER by the tax authorities, the CLIENT shall be immediately liable to pay SERVICE PROVIDER the applicable taxes/ amount including but not limited to interest, penalty and associated litigation cost, if any upon notification by SERVICE PROVIDER.
22. CLIENT will deduct Income Tax and / or any other impositions if applicable, at source.
23. SERVICE PROVIDER shall be responsible for collection from CLIENT of taxes, duties, charge, levies and any other imposition and charges applied by respective governments authorities and any statutory compliance in this regard, as prevailing and applicable to it, and CLIENT agrees to co-operate and pay to SERVICE PROVIDER all the taxes, duties, charge, levies and other imposition charged to it as prevailing and applicable. Further, any changes in any statutory levies, PF, ESI , government levies, taxes, service charges, duties or any other charges by whatever name it may be called If gets applicable to the scope of services provided by SERVICE PROVIDER to the CLIENT, the same shall be billed to the CLIENT irrespective of the fact whether this agreement is subsisting or have expired/terminated for any reasons whatsoever. All invoices received by CLIENT and not disputed within 7 working days of receipt thereof will be treated as having been accepted by CLIENT as undisputed and due for payment as under this agreement.
24. CLIENT agrees to pay monthly bills/ invoices by 30th/31st of every monthto process salaries to the Personnel deployed by SERVICE PROVIDER. If in case the payment is not made by the CLIENT within the above specified period, then SERVICE PROVIDER shall recover the amount recoverable along with the 18% per annum Interest from the CLIENT. SERVICE PROVIDER will pay salaries, other amounts and expense reimbursements to its employees only after receiving payments of its bills /invoices from CLIENT.
25. The cycle of the attendance will be 21st of the previous month to 20th ­­­of the current month. The bill(s)/invoice(s) for the team deployed by SERVICE PROVIDER will be raised by SERVICE PROVIDER on receiving approval from CLIENT on Attendance /other amount or expenses as the case may be and will be sent to CLIENT for processing. The bill(s)/ invoice(s) shall be raised by adding the applicable Indirect Taxes in compliance with prevailing statues on such service charges **by 30th of every month.**
26. The approval authority for Attendance and Billing/cost sheet from CLIENT as mentioned below:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation:

1. Any additional costs, expenses, travel, stay etc will be incurred post receiving specific approval in this regard and will be billed to CLIENT along with fee and applicable taxes.
2. SERVICE PROVIDER shall issue invoices in the name of or addressed to the office of the CLIENT issuing the Purchase order/approving the estimate. Invoice would bear indirect taxes with valid registration number as per the law(s) in force, of the CLIENT as mentioned in the PO/ Approved estimate/ any other document indicating CLIENT’S acceptance for supply of Service/(s) and any other details as prescribed under the law. SERVICE PROVIDER shall issue a Proforma Invoice/ corresponding document necessary as per the law in force upon receipt of advance from the CLIENT.
3. **TAXES**
4. SERVICE PROVIDER shall recover from the CLIENT all applicable taxes in force by law by whatever name called, if any, under this Agreement. If in case there is any change in rate of applicable taxes or basis of levy of applicable taxes or any other change which results in a higher tax rate being applicable to transactions, covered under this Agreement, already recorded or receipted, then SERVICE PROVIDER shall separately recover such additional taxes from the CLIENT.
5. Debit Notes/Credit notes or supplementary invoices would only be issued in permissible scenarios and as per the timelines prescribed under applicable indirect tax in force by law.
6. In the event that there is a change in the existing indirect tax system/law(s) anytime during the tenure of this contract, both the parties to the contract agree to co-operate and work towards smooth transition to the new tax system/law(s) thereby avoiding a situation leading to an additional tax burden. However, should there be any additional tax burden owing to the change in the indirect tax system/law(s), the same will be borne by the CLIENT on actual basis. Further CLIENT agrees to co-operate with SERVICE PROVIDER to ensure compliances needed for transition to the new indirect tax system/law(s).
7. **OBLIGATIONS OF CLIENT**
8. At the time of finalisation of cost sheet, CLIENT would communicate the details required for the purpose of raising the Invoice to ensure compliance with the law/(s) in force e.g. Identification number under law(s) in force / such as GSTIN, address etc). Any change required in the invoice should be communicated within 10 days of receipt of invoice. If the CLIENT fails to communicate the changed details within 10 days then any input tax credit loss, arising to the CLIENT out of this account shall be borne by the CLIENT.
9. CLIENT shall pay all the consideration to SERVICE PROVIDER under terms of this Agreement, provided SERVICE PROVIDER observes and performs all its obligations including labour law compliance under this Agreement.
10. CLIENT shall full fill all the terms and conditions under this Agreement.
11. **TRADEMARKS LOGOS AND TRADE NAMES**
12. SERVICE PROVIDER accepts for all purposes that any trademarks, logos, trade names or identifying slogans affixed by CLIENT or any of CLIENT’s affiliated companies, subsidiaries, constitute exclusive property of CLIENT or their affiliated companies/subsidiaries and cannot be used except in connection with the services of CLIENT and that also subject to Client approval. SERVICE PROVIDER shall not contest, at any time, the right of CLIENT or its affiliated companies or subsidiaries to any trademark or trade name used or claimed by such companies.
13. During the terms of this Agreement, SERVICE PROVIDER is authorized to use the trademark ‘CLIENT’ and ‘CLIENT’ logo only in connection with the SERVICE PROVIDER’s commitments of providing agreed services as set out in this Agreement. SERVICE PROVIDER’s use of such trademarks, logos and trade names shall be in accordance with guidelines issued by CLIENT. Nothing herein shall give SERVICE PROVIDER any right or interest in such trademarks, logos or trade names. In the event of termination of this Agreement, howsoever caused, the SERVICE PROVIDER’s right to use such trademarks logos or trade names shall cease with immediate effect. SERVICE PROVIDER agrees not to attach any additional trademarks, logos or trade designations to any service of the CLIENT.
14. The CLIENT has represented that it is the exclusive owner of its intellectual property including its patents. The CLIENT shall be solely responsible to protect its proprietary rights in the Patents and in particular, to defend the proprietary right against any challenges to bring proceedings for violation of the proprietary rights.
15. SERVICE PROVIDER shall indemnify CLIENT from any statutory Non – Compliance by SERVICE PROVIDER, required to be complied by SERVICE PROVIDER under any applicable law with regards to this agreement.
16. The CLIENT shall be solely responsible for the contents/quality/authenticity of and/or any attribute by whatever names it may be called of its product/services. The CLIENT shall indemnify SERVICE PROVIDER of all costs and consequences which may arise for any claims/proceedings initiated challenging the contents/quality/ authenticity or any other attribute by whatever names it may be called of the product/services of the CLIENT unless it arises out of negligence by SERVICE PROVIDER or its assigned representative or on breach of terms of this agreement by SERVICE PROVIDER. The CLIENT shall indemnify SERVICE PROVIDER of all costs and consequences which may arise in proceedings to protect its proprietary rights in the patents and in particular, to defend the proprietary right against any challenge to bring proceedings for violation of proprietary rights.
17. **CONFIDENTIALITY CLAUSE**
18. The Parties acknowledge and agree that all tangible and intangible information obtained or disclosed, including all documents, data, papers, statements, any business or customer information, trade secrets and process relating to the business practices in connection with the services required to be performed under this Agreement or otherwise, is deemed and shall be considered to be confidential and proprietary information. However, either of the parties shall not be bound by this clause in the event that such information is required to be provided to any statutory authority, including entering into an agreement with third party to enable SERVICE PROVIDER comply with law / rules /regulation applicable to transactions covered in this agreement, by whatever name it may be called.
19. The Parties shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorised by the other Party and each Party shall take necessary action to protect it against misuse, loss or destruction.
20. In the event of any breach or threatened breach of the provisions of this clause by either Party, and /or its employees / and / or any individuals assigned for the performance of the services under this Agreement, the Party in breach shall be liable to pay damages as may be quantified by the aggrieved Party.
21. Either party and its employees will not divulge any Confidential Information pertaining to this agreement and its terms and also any other information, which comes to their knowledge during the routine course of conducting or providing Services or otherwise. Upon request or on termination of this Agreement, the receiving party will immediately return to the disclosing party or any Confidential Information in its possession.

**12 SERVICE PROVIDER’S STATUS AS INDEPENDENT CONTRACTOR**

The relationship between SERVICE PROVIDER and the CLIENT is that of independent contractor under a “work for hire” arrangement. This Agreement is to be construed as an Agreement on ‘Principal to Principal’ basis. No employer-employee relationship shall exist or deemed to exist between CLIENT and SERVICE PROVIDER. SERVICE PROVIDER is solely responsible for all the statutory obligations towards its Personnel. The Personnel of the SERVICE PROVIDER, will not be, for any purpose, be treated or deemed to be the employees of the CLIENT.

**13 AMENDMENTS**

CLIENT and SERVICE PROVIDER shall have the right to effect additions or alternations to the terms and conditions of this agreement on mutual understanding but no such addition or alteration shall be valid and binding unless signed by the authorised representatives of each of the parties.

1. **NON-SOLICITATION**

Both parties agree and undertake that from the Effective Date and during the Term of this agreement and for 1 years thereafter the expiration/termination of this Agreement, regardless of the reasons for expiration/termination, either of the parties shall not directly or indirectly, on their own behalf or on behalf of others, solicit, recruit, or induce or attempt to persuade any person engaged by other party and/or its Affiliates as an employee, officer, director, independent contractor, advisor, consultant or otherwise, to terminate their employment with, or otherwise cease their relationship with the other party

1. **TERMINATION**
2. Either partymay terminate this Agreement for its convenience with or without cause or reasons at any time during the currency of this Agreement by giving 30 days prior notice in writing to the other party, except in the event of non-payment of monthly/invoices by the CLIENT for the invoices raised on it and not disputed as per the agreed credit terms under this agreement. In such circumstances of non – payment by the CLIENT, SERVICE PROVIDER shall liberty to discontinue its services under this agreement which shall be without prejudice to all other rights SERVICE PROVIDER may have against the CLIENT as under this agreement and under the provision of law for such non-payments. During the termination notice period, the salaries to deployed persons will be paid by SERVICE PROVIDER only on advance receipt from CLIENT for such deployed persons.
3. It is expressly agreed by and between the parties that in the event CLIENT seeks to terminate this agreement and/or transits the scope of work whether in part or full to it’s competitor , therein CLIENT is liable to pay to SERVICE PROVIDER an amount equivalent to 8.33% of the annual CTC of the employee cost for such termination which is a precondition for such termination. Also it is only against the receipt of this amount that MSERVICE PROVIDER shall transit the scope of work to any other service provider sought to be appointed by the CLIENT.

1. **EFFECT OF TERMINATION**
2. The exercise of the right of termination shall not have the effect of waiving any damages to which the terminating Party might otherwise be entitled to.
3. Termination or earlier determination of this Agreement shall not absolve either Party from any liability which either Party may have incurred under or by virtue of this Agreement prior to such termination or determination;
4. On the expiration of this Agreement or any earlier determination thereof, the SERVICE PROVIDER shall forthwith remove its employees and agents from the CLIENT’s Said Premises and every part thereof in a peaceful and disciplined manner as instructed by the CLIENT.
5. On the event of termination or early determination of the Agreement, the SERVICE PROVIDER shall return/submit/surrender any and all material, records, information, any tangible items including but not limited to (in essence of this Agreement) any surplus cleaning or housekeeping inventory provided by the CLIENT to the SERVICE PROVIDER during the subsistence of this Agreement to facilitate the execution of this Agreement.
6. On termination or earlier determination of this Agreement, the SERVICE PROVIDER shall not hold itself out as the Service Provider or the ex-Service Provider of the Company.
7. Either of the parties shall be at liberty to advertise such termination or determination by such means and in such manner as it deems fit.
8. **INDEMNIFICATION**
9. The SERVICE PROVIDER shall indemnify the CLIENT and it’s representatives, Directors, employees, its agents, jointly and or severally, at all times, against all proven losses, thefts, misappropriation, and pilferage of their belongings which arise due to the negligence, misconduct, carelessness of the personnel deployed by SERVICE PROVIDER or any breach or violation of the terms and condition of this Agreement. The Company shall be entitled to make deductions from any amount due to the Service Provider, if it is established and proved, after due verification jointly by the parties, that the theft/ misappropriation/ pilferage has been done by the SERVICE PROVIDER’S personnel.
10. CLIENT shall indemnify and keep indemnified SERVICE PROVIDER against any loss or costs, damages, charges and expenses required to be incurred or suffered by SERVICE PROVIDER by reason of or as a result of CLIENT doing any act contrary to the provisions of this Agreement whether intentionally or otherwise, including but not limited to loss of credit, tax, interest, penalty suffered by SERVICE PROVIDER due to non-compliance of law by the CLIENT / any person appointed by the CLIENT / third party contractor.
11. **Limitation of Liability**: The liability on account of the negligence in providing the services being the subject matter of this agreement shall in no circumstances shall exceed the aggregate of 1(One) month of service fee of the total CTC payable under this agreement or otherwise in connection with the services by SERVICE PROVIDER
12. **FORCE MAJEURE:**

None of the Parties shall be liable for failure to timely perform under this Agreement to the extent that its performance is delayed by a force majeure event without any fault, default, delay or lapse occurring due to events beyond control including but not limited to earthquakes, floods, fires, hurricanes, tornadoes, acts of terrorism, civil unrest, interference by civil or military authority, including war and embargoes, fires, epidemics and labour strikes.

1. **PROPER LAW AND JURISDICTION**

This Agreement shall be governed by Indian law. Any proceeding arising out of or in connection with this Agreement may be brought in any Court of exclusive jurisdiction in Mumbai only. Both the parties hereto submit themselves to the jurisdiction of Courts at Mumbai Courts only.

1. **ARBITRATION**

All disputes, differences and claims arising out of this Agreement shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment thereof as per which;

1. Both the parties shall mutually appoint a Sole Arbitrator.
2. The Arbitration proceedings will be in English shall be held at New Delhi.
3. The award of the Arbitration shall be final and binding on both the Parties.
4. However, the Parties may, if they deem fit, mutually decide to refer the dispute to a sole arbitrator given the nature and dimension of the dispute. The sole arbitrator shall be appointed by mutual consent of both the Parties.
5. **NOTICE**

Any notice or other communication required or permitted to be given between the Parties under this Agreement shall be:

1. Given in writing at the following address or such other addresses may be intimated from time to time.

If made to the CLIENT:

The Chief Financial Officer

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If made to the SERVICE PROVIDER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **WAIVER**

The failure of either Party to enforce at any time any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of any rights at any time.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement by their duly authorized representatives of the data first above written.

|  |  |
| --- | --- |
| For  | For **\_\_\_\_\_\_\_\_** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:  | Name:  |
| Title:  | Title:  |
| Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:  | Address:  |

**ANNEXURE-1**

**Pricing (to add)**

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| **ANNEXURE-2****Scope of Services*** **Sourcing and Recruitment**
	+ Sourcing the candidate through online database, references, headhunting and consultants (if needed)
	+ Pre-appointment Interviews & assessment of all candidates, including people being transferred from previous agency.
	+ Issuance of Offer Letter to Selected candidates- By HR
* **Joining Formalities**
	+ Receipt of all necessary documents (SERVICE PROVIDER application form, certificates, identity proof, address proof, bank account number) from employees
	+ Submission of ESI, PF and Bank Account Forms by Employee
	+ Submission of ESI letter to Metro before joining
	+ Opening of a zero balance Bank Account
	+ Explain employee about their new salary structure in compliance of Minimum Wages
* **Induction and Onboarding**
* Brief about SERVICE PROVIDER, Structure and company policies
* Brief about Client, the project and team
* Brief about the KRA to employees
* Issuance of SERVICE PROVIDER Identity Card
* Issuance of Stationary and Visiting card (if required)
* **Performance Appraisal**
* Appraising performance in consultation with CLIENT /Program manager from time to time.
* **Statutory Compliance**
	+ Issuance of ESI numbers and ESI cards
	+ Provident Fund for each employees
* **Attendance**
	+ Collection and Preparation of monthly attendance by Branch HR and Corporate HR
* Hiring & Replacement
* Payroll Management
* Structure /Restructure the ISD team in consultation to CLIENT team.
* Ensure regular supervision by deploying the required number of Team Leaders for ISD’s.
* Managing team of ISD’s & Team leader across India.
* Managing Exit Formalities until Full & Final settlement
* **Define**
	+ Targets with clients help
	+ Rolling out Incentives after client approval and subsequent payment in consultation with the CLIENT team
* Sales Reports-Frequency and format as mutually agreed in consultation with CLIENT and SERVICE PROVIDER team. It will be made available through the mobile app and web portal in absence of MIS. If MIS is approved then it will be published daily.
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