

**MANPOWER AGREEMENT**

This Agreement made and entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN**

\_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ **(Pls fill in the address of the Registered office)** and also Office at \_\_\_\_\_ (hereinafter referred to as **"Company"**), which expression, unless repugnant to the context or meaning hereof, shall include its group companies, associates, subsidiaries, divisions, successors, administrators or permitted assignees) of the **FIRST PART**;

**AND**

M/s. \_\_\_\_\_ having office at \_\_\_\_\_ (hereinafter referred to as **"Service Provider"**), which expression shall unless repugnant to the meaning of context thereof be deemed to mean and include herein its successors in business and permitted assigns of the **OTHER PART**.

**WHEREAS** the Company is in the business of \_\_\_\_\_

**AND WHEREAS** the Service Provider is engaged in \_\_\_\_\_ and is an independent Service Provider.

**AND WHEREAS** the Service Provider has represented and warranted that it has the necessary manpower, machines and \_\_\_\_\_ equipment to carry out the \_\_\_\_\_ services and further, that it provides \_\_\_\_\_ Services to

various companies and that it has obtained all necessary permissions and authorizations.

**AND WHEREAS** the Service Provider has approached and offered its services in its capacity as Service Provider to the Company.

**AND WHEREAS** On the basis of the aforesaid representations, the Company has agreed to utilize the Services of Service Provider for providing \_\_\_\_\_ Services a list whereof is provided in **Schedule A** attached hereto (hereinafter called "**Services**") in respect of its \_\_\_\_\_ (site of service) situated at \_\_\_\_\_ (hereinafter referred to as "**the said premises**") on terms & conditions, set out hereinafter:

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. It is agreed that the present contract shall be for a period from \_\_\_/\_\_\_/200\_\_ to \_\_\_/\_\_\_/200\_\_ unless otherwise terminated as provided herein below. This Agreement may be renewed thereafter as per mutual agreement between the parties hereto by exchange of letters.
2. It is further agreed that the Service Provider shall be responsible for good conduct of his employees and discipline and employee of Service Provider shall not cause any disturbance to the working of Company. The Service Provider employees shall be subject to security check at the time of entry and exit every day at the main gate and while in the premises of the Company as per rules applicable to the visitors of the Company.
3. The services to be provided by the Service Provider details whereof shall be as mentioned in "**Schedule A**" annexed hereto.

4. The Service Provider agrees to employ sufficient number of personnel's in consultation with the Company to satisfy the requirements of the Company and all payments to such personnel's be made in time as per the Law in the presence of a designated Officer of the Company. The personnel's employed by the Service Provider will be strictly under the supervision of the Service Provider and it will be responsibility of the Service Provider to get the work done through its personnel's.
  
5. It is agreed that the Company shall pay and the Service Provider shall receive for providing all the Services including incidental services.  
**(Please provide the amount payable for each of the Services mentioned in Schedule A)**
  - 1)
  - 2)
  - 3)
  - 4)

It is clearly understood that Service Provider is functioning as an independent business and rates referred to hereinabove are inclusive of its business expenses and statutory obligations.

The Company shall pay the amount to the Service Provider as agreed in this Contract at the rates mentioned in Annexure and upon receipt from the Service Provider of a bill for the Services rendered at the end of every month. The Company shall pay the said amount within \_\_\_\_ days from receipt of the said bill but subject to the certification given by the concerned Authority of the Company.

The said consideration would be subject to deduction of Tax at source as per the provisions of the Income Tax Act, 1961. The onus of paying the Service Tax or any other tax/levy, present or future, shall be on the Service Provider and under no circumstances shall such onus shift on to the Company.

The Service Provider shall obtain certification from concerned department of the Company as required from time to time.

6. The Service Provider shall deposit and keep deposited with the Company a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as a Security Deposit during the subsistence of this Contract. This amount shall be refunded, without any interest thereon, on termination or earlier determination of the Contract.
7. The Service Provider shall observe and comply with all applicable provisions and requirements of the Contract Labour (Regulation and Abolition) Act, 1970. The Employees Provident Fund and Family Pension Fund Act, 1952, the Payment of Wages Act, 1926, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, and all applicable statutes, regulations and provisions having the force of law as also all rules, by-laws and other provisions framed there under in pursuance thereof, in so far as they are attracted by reason of obligations and rights conferred on the Service Provider by this Agreement or by reason of duties or responsibilities imposed on the Service Provider by reason of this Agreement or by reason of the activities or functions discharged by the Service Provider in pursuance of this agreement and in particular, by reason of the employed or engaging by the Service Provider of the persons employed or engaged in or connection with rendering of various services at the said establishment. The service provider shall on demand produce the documents to the Company for legal compliances.

8. It is hereby expressly agreed and understood between the parties hereto that the Service Provider is an independent Service Provider and shall be solely responsible as employer/master of the employees and/or persons engaged by it for the purpose of providing the Services. Further there is no master and servant relationship between the Company and the Service Provider or between the Company and the employees and/or persons engaged by the Service Provider.
9. On the termination of this Agreement, the Service Provider shall withdraw his personnel with immediate effect and forthwith deliver vacant and peaceful possession of the said establishment and handover fixtures, fitting, furniture, articles and other items if provided by the Company under or in pursuance or for the purpose of this agreement in the same good order and condition in which they were at the time of commencement of this agreement or of handling over or installation thereof (reasonable wear and tear expected) and shall be liable to Company and make good any losses caused in this behalf on account of any damage, injury of otherwise however.
10. In case of non-observance and non-performance of any of the provisions of this agreement by the Service Provider, the Company shall be at liberty forthwith or at any time thereafter to terminate this Agreement without notice.
11. Any relaxation, indulgence or waiver granted by the Company to the Service Provider shall not in any way prejudice any of the rights of the Company under this Agreement.
12. The Service Provider's obligations and liabilities contained in this clause shall continue to remain in force after the expiry of this Agreement or any

earlier termination thereof till a date as mutually decided by both Parties. It is hereby expressly declared that the provisions of this clause shall be binding on the Agency's heirs, executors, administrators or other legal or personal representatives of the Agency.

13. During the tenure of this Agreement, the Company reserves its right to terminate the Agreement, without any obligation monetary or otherwise, and / or without assigning any reason thereof, by giving \_\_\_\_ month's notice. If the Service Provider wants to terminate the Agreement, the Service Provider will have to give \_\_\_\_ month's notice to the Company.
14. The Service Provider hereby undertakes to perform its duties and obligations under this Agreement and indemnifies and agrees to keep the Company, its Directors, employees indemnified against any loss or damage caused to the Company in any event and make good any loss, damage, suffered or incurred by the Company due to any theft, pilferage by the employees of the Service Provider in the performance of their duties in the premises of the Company. The Company further retains the right to deduct such payment from the consideration payable to the Service Provider for the loss, damage, suffered or incurred by the Company due to any theft, pilferage by the employees of the Service Provider. The Company further retains the right to deduct such payment from the consideration payable to the Service Provider for the loss, damage, suffered or incurred by the Company due to any theft, pilferage by the employees of the Service Provider.
15. The Service Provider agrees to indemnify and keep indemnified the Company from time to time and at all times against any loss, damage, claim and liability that may arise as a result of any act or omission or commission, error on the part of Service Provider in respect of non-payment or non-observance of any statutory dues, third party liability or statutory

compliances of any nature whatsoever in respect of its employees or any claims made by, through or under its employees against the Company or any of its officers, directors, employees, Service Providers, agents etc. during the continuance of this agreement or after termination hereof. The Service Provider undertakes to take care of any such legal action initiated against the Company or otherwise and shall defend the same at its own cost and expense. Without prejudice to any other rights and remedies, the Company further retains the right to claim liquidated damages from the Service Provider.

16. That this agreement does not give any right of license to the Service Provider, save and in respect, to enter the premises of the Company for the purpose of this agreement as long as this agreement subsists and also subject to the rules and security procedures of the Company.
17. In the event of any dispute arises between the parties hereto, the same shall first be attempted to be resolved by Conciliation. The Conciliator shall be a person appointed by the Company. In case of failure to resolve the dispute amicably by way of Conciliation within \_\_\_\_ days from the date of occurrence of the dispute, the dispute shall be referred to arbitration before a single arbitrator. The Company shall nominate such arbitrator. The venue of the Conciliation and Arbitration shall be in \_\_\_\_\_. The language of the Conciliation and Arbitration proceedings shall be English. The Arbitration and Conciliation Act, 1996 shall govern the Conciliation and Arbitration proceedings.

The ..... Courts will have exclusive jurisdiction otherwise.

IN WITNESS WHEREOF, the Company and the Service Provider have set their respective hands and seals today i.e. \_\_\_\_\_.

For \_\_\_\_\_ . LTD.

Witness

1) \_\_\_\_\_

2) \_\_\_\_\_

For M/s. \_\_\_\_\_

**Proprietor**

Witness

1) \_\_\_\_\_

2) \_\_\_\_\_

**DRAFT**



S.No.	Types of works	Amt. Payable per month
I		
a		
b		
c		
d		
e		
	<b>Sub-Total</b>	
	<b>Sub Total</b>	
	<b>Total amount payable per month</b>	
	<b>Plus : Service Tax @ _____%</b>	

**SCHEDULE A**

**List of Services to be provided by the Service Provider**

**DRAFT**