

OUTSOURCING AGREEMENT

AN AGREEMENT MADE THIS DAY THE ____ (DATE) ____ at _____ and to be effective from ____ (DATE) ____

BETWEEN

_____, a Company incorporated under the Companies Act, 1956 having its Registered Office and plant at _____, represented by Mr. / Ms. _____, (hereinafter called the "Company" which expression shall unless repugnant to the context or meaning thereof shall include his successors in business and permitted assigns) of one part

AND

_____, having its office at _____, through its _____, Mr. _____ (Hereinafter called "The Agency" which expression shall unless repugnant to the context or meaning thereof shall include its permitted assigns) of the other part.

WHEREAS the Company is engaged in the business of _____ and for this purpose it requires to give the assignment of work related to general house keeping of the premises including toilets, washing points etc.,

AND WHEREAS the Agency has agreed to extend services for housekeeping, including the maintenance of hygienic condition of toilets, washing points etc. at the premises of the Company

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

1. The said Agreement shall remain in force for a period of 1 (ONE) Year from _____ TO _____, unless the agreement is sooner terminated or re-newed.
2. The Agency agrees to perform the work as assigned by the Company Management, not directly relating to the production or manufacturing process, at such locations as may be required by the Company.
3. The Agency agrees to deposit with the Company a Security Deposit amounting to Rs. _____/- (Rupees _(Amount in words)_ Only) prior to the commencement of the work under the Agreement and it shall be refundable on the termination of or earlier determination of this Agreement.
4. In case of any damage, while performing the job due to negligence of the Agency or its employees, the cost of such damage shall be deducted at the discretion of the Company, from the amount payable to the Agency against his bills and / or security deposit.
5. The Agency agrees not to transfer or assign his rights under this agreement to any other party without prior written permission of the Company.
6. The Agency agrees to employ sufficient number of workers in consultation with the Company to satisfy the requirements of the Company and the Agency shall make all payments to such workers as per the applicable Law in force and shall ensure that such payments are disbursed by the seventh working day of every month in the presence of the designated Officer of the Company. The workmen employed by the Agency will be strictly under the supervision of the Supervisor appointed by the

Agency in that behalf and the responsibility to get done the work through the said employees will totally rest with the Agency.

7. (A) The Agency agrees to pay all the duties, fees and taxes under law in respect of the said work assigned to him and shall allow representatives of the Company at all reasonable times to inspect the related records and documents.
 - (B) The Parties agree that, every month the Agency shall raise bill as per the work performed, as well as service charges @ ____% of the monthly bill, and the same would be paid by Cheque by the Company within ____ days of receipt of the bill, subject to deductions such as TDS as applicable.
 - (C) The Parties agree that the Company shall have the right to withhold payment for any month if in the opinion of the Management the work of the Agency has not been satisfactory in that month. Such withholding of payment for any period shall not give the Agency the right to terminate this Agreement as per Clause 15 hereunder until the Agency has carried out its work to the satisfaction of the Management. The Management shall pay the amount of the bill without interest once the Agency has completed the work to the satisfaction of the Management.
8. The Agency will be required to pay wages to its employees as per the requirements of the Minimum Wages Act and other applicable Laws as applicable from time to time and also comply with all other legal requirements such as payment of contribution to Employees State Insurance Scheme, Provident Fund Act (as per application), the provisions of Contract Labour Act, 1970 etc. and maintaining all the records etc. The Agency shall be responsible for such payment. If the Company is

- required to pay any amount due to failure on the part of the Agency, the Agency agrees to reimburse the same with all incidental cost.
9. In case of non-observance and non-performance of any of the provisions of this agreement by the Agency, the Company shall be at liberty forthwith or at any time thereafter to terminate this Agreement without notice and recover the damages if any caused to the Company.
 10. The labourers employed by the Agency shall be its employees and the Company shall be in no way responsible for any liability arising out of their employment with the Agency or for disbursement of any wages or statutory dues if any. The Agency shall indemnify the Company and keep the Company indemnified in respect of the labour employed by the Agency at all times.
 11. All the labourers in the employment of the Agency who are required to work in the premises of the Company shall abide by all the instructions, rules and regulations laid down by the Company.
 12. The Company will provide the Agency's employees with gate passes. The said employees will be subject to scrutiny at the factory gate as well as in the factory premises at any time by the Administrative Department of the Company or any other Officer duly authorized in this behalf.
 13. The Agency or his employees shall not enter the premises of the Company under the influence of alcohol or any other intoxicant. If the Agency fails to ensure the same, then as per the Company's directions, actions shall be taken by the Agency against such employees and the Agency shall also be liable to pay to the Company any damages arising out of any unbecoming conduct of such employees which the Company may suffer.

14. The Agency shall provide safety shoes and uniforms to its employees, who shall not be allowed to enter the premises of the Company without safety shoes and uniforms. The Company will reimburse the expenses incurred by the Agency towards the above as per mutually agreed rates and submission of bills towards the same. The employees of the Agency should also wear the necessary safety equipment such as safety goggles, ear muffs, masks etc as required to work in specific areas and as per the instructions of the Company.
15. The Agency as per applicable rules is required to pay Service Tax. The Agency shall submit copies of the receipts of valid Service Tax payments to the Company, and the Company shall reimburse amounts to the Agency only on eligible heads.
16. (A) It is agreed that either party can terminate the agreement during the said term on giving 30 days notice in writing to the other party or paying Rs. _____/- (Rupees _____ Only) in lieu of notice.
- (B) It is agreed that the period of Agreement may be further extended mutually by one year beyond _____ by issuing a letter by the Company to the Agency.
- (C) The Agency hereby agrees that if the Agreement is terminated from its side, it will continue to do the job which it has been performing as an Agency till the time the Company makes alternative arrangements for execution of the work being performed by the Agency.
17. Any relaxation or indulgence granted by the Company to the Agency shall not in any way prejudice any of the rights of the Company.

18. It is agreed by and between the parties that this contract does not create any relationship of Employer - Employee between the Agency and the Company or between the Employees employed by him and the Company.
19. All approvals, consents and notices to be given or served hereunder by either of the Parties shall be deemed to have been duly given or served if delivered personally or sent by Registered Post to the concerned Party's address mentioned in this Agreement.
20. In the event of there being any dispute between the Parties hereto over the interpretation of this Agreement, or arising out of, in relation to or as a result of, this Agreement, the Parties shall try to resolve the same amicably by mutual consultation and negotiation. If the dispute cannot be resolved amicably, then the same shall be referred to Arbitration by a sole Arbitrator to be mutually agreed upon by the Parties. He Arbitration shall be carried on as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be _____, and the language of Arbitration shall be English. The Parties agree that the costs of Arbitration shall be shared equally by the Parties. The Parties agree that the courts of Pune shall have exclusive jurisdiction as regards this Agreement.
21. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes any prior written understanding between the Parties as to the subject matter hereof.

IN WITNESS WHEREOF PARTIES HERE TO HAVE SET THEIR RESPECTIVE HANDS AND SEAL ON THE DATE MENTIONED UNDER THEIR SIGNATURE.

SIGNATURE OF PARTIES

1. _____

2. _____

WITNESS

1. _____

2. _____

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