

## **SERVICE AGREEMENT**

This Service Agreement (**'Agreement'**) is made and entered on this 01st Day of April (**'Effective Date'**), 2018 at (PLACE)

### **BY AND BETWEEN**

**COMPANY AND** address (hereinafter referred to as (COMPANY) which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the ONE PART;

### **AND**

**SERVICE PROVIDER NAME** and address (hereinafter called **'SERVICE PROVIDER'** which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, successors and permitted assigns) of the OTHER PART.

### **WHEREAS:**

- a. COMPANY is in need of various services as stated hereunder at its premises (ADDRESS OF PREMISES).
- b. The Service Provider has represented to COMPANY that it provides related services to various corporate and other establishments and has approached COMPANY and expressed its willingness to provide service at their premises.
- c. And has assured COMPANY that it has due expertise, experience and infrastructure to provide such operating and maintenance services
- d. COMPANY has agreed to appoint and the Service Provider has accepted (the offer ...for ) on the terms and conditions stipulated herein under

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

### **1. SCOPE OF SERVICE PROVIDER:**

- a. Service Provider shall provide the services at the premise of COMPANYs at its own cost.
- b. Scope of the services shall include but not be limited to:
  - i
  - ii
  - iii Any other assignment that may arise from time to time as may be communicated by COMPANY to the Service Provider.
- c. All persons engaged by the Service Provider, shall work directly under the administrative and supervisory control of the Service Provider.
- d. The Service Provider will deploy the required number of persons at the aforesaid premises of the COMPANY as may be decided by the Service Provider.
- e. The Service Provider and COMPANY would jointly review the services provided by the Service Provider in terms of this Agreement on regular basis, at mutually agreed periodicities.
- f. Under any circumstances any of Service Provider's personnel shall not become and or claim any right of employment from Company.
- g. The payment for the work done in the previous month will be made on or after DATE every next month for the previous month provided the bill for the previous month is submitted till DATE of every month.
- h. The above-mentioned activities shall be performed by Service Provider as per the time schedule to be decided between COMPANY and Service Provider depending upon the requirement and necessity of the work and subject to the applicable provisions of law.

**2. TERM & TERMINATION & EFFECT OF TERMINATION:**

A. TERM AND TERMINATION:

This Agreement shall be effective for a period of (DATE AND TOTAL PERIOD), unless terminated by notice of one month by COMPANY, without assigning any reason in which case no compensation shall be payable to Service Provider However, in the event of any damage caused by, property or any material of COMPANY by **The Service Provider**, COMPANY shall be entitled to the compensation which will be decided by COMPANY after ascertaining value of damage caused.

- a. The termination or expiration of this Agreement shall not relieve Service Provider of any obligation arising under this Agreement which has accrued prior to such termination/early determination.

B. Effect of Termination

Upon termination or expiration of this Agreement, Service Provider shall vacate the premises allotted for the performance of its duties under this Agreement and shall handover the premises immediately to the COMPANY and shall not claim the possession thereof.

**3. NOT TO ASSIGN:**

Service Provider shall not appoint any sub-contractors and shall not transfer or assign the whole or any part of the services to a third party.

**4. SERVICE PROVIDER'S RESPONSIBILITY:**

Service Provider shall ensure that:

- a. All the employees of Service Provider providing the service under this agreement shall be physically fit and free from any disease, injury or illness, contagious or otherwise.
- b. Proper hygiene is maintained at the premises where the said services are performed.
- c. Competent personnel are deputed by Service Provider to ensure efficient and timely completion of the services.

- d. Service Provider shall ensure that the employees engaged by it are paid wages on time. Service Provider shall abide by various Statutory Acts such as Contract Labour (Regulation & Abolition) Act, ESI Act, Employees Provident Fund Act, Bonus Act, Minimum Wages Act etc.
- e. Service Provider shall ensure that all of its employees/personnel comply with the '**Contractor EHS Agreement**'.

**5. PAYMENT TO SERVICE PROVIDER:**

**COMPANY** shall make an all-inclusive monthly payment to the **Service Provider** as per attached Annexure, subject to deduction of applicable tax. Invoices shall be raised by the Service Provider every thirty (30) days and **COMPANY** shall make payments by cheque drawn in favour of '.....' with in thirty (30) days of the raising of the invoice, subject to the **Service Provider** paying all its statutory payments as are required under law. Further 5% of this monthly amount will be held back and paid by **COMPANY** to the Service Provider on the Service Provider furnishing proof of delivery of all the uniforms.

- a. All invoices shall mention the GST (Goods and Service Tax) number as mandated by law. If Service Provider is exempted from GST, necessary certificates and declaration shall be provided by Service Provider to **COMPANY**.

**6. SERVICE PROVIDER'S STATUTORY RESPONSIBILITY:**

- a. Service Provider shall comply with provisions of all laws, rules and regulations whatsoever in force and obtain and hold requisite licences, permits and registers as may be required under any law in force, during the subsistence of this Agreement.
- b. Service Provider shall ensure that its employees are attired in uniform bearing some identity of Service Provider for the sake of security in the **COMPANY** premises and shall provide a copy of the insurance cover of its employee to **COMPANY** for its perusal and record.

## **7. MATERIAL BREACH OF THIS AGREEMENT:**

The following shall be considered Material Breach for purposes of termination of this Agreement:

- i. Breach of obligations and warranties and covenants under this Agreement.
- ii. Non-compliance with all-applicable and enforceable laws, ordinances and regulations including but not limited to not obtaining any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder.
- iii. Default in complying with COMPANY's 'Contractor EHS Agreement'.

## **8. SECURITY MEASURES:**

Service Provider shall follow all the security measures from time to time in respect of Service Provider's employees, material, instruments or otherwise required for its effective working.

## **9. INDEMNITY:**

- a. The Service Provider acknowledges that it has full responsibility for the services rendered under this Agreement and hereby agrees to indemnify and keep COMPANY indemnified at all times from and against all claims, costs, losses, (including but not limited to consequential or indirect loss), damages, expenses, suit and proceedings in respect of the same (including the third-party claims).
- b. In case, any statutory payments have to be made by COMPANY on account of staff employed by the Service Provider, Glenmark shall be entitled to recover the same from the Service Provider and/ or to deduct such sum or sums from any amount payable to the Service Provider.
- c. This Clause shall survive termination / expiration of this Agreement.

## **10. FORCE MAJEURE:**

- a. COMPANY and Service Provider shall be excused from the performance of its obligations under this Agreement in the event such performance is prevented by Force Majeure. In the event the Force Majeure continues for a period of more than thirty (30) days, either Party may terminate this Agreement.

**11. LIMITATION OF LIABILITY:**

Service Provider understands and agrees that in no event shall COMPANY be liable for any loss, damages, claims, expenses, costs, liabilities, loss of profits or such other indirect, incidental, consequential, special, exemplary or punitive damages, however caused, whether for breach of contract, tort or otherwise arising out of or related to this Agreement. This clause shall survive the early termination/expiration of the Agreement.

**12. ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements, negotiations and discussions between the Parties relating to it.

**13. AMENDMENTS:**

Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties.

**14. WAIVER:**

The failure of a Party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

**15. SEVERABILITY:**

If any provision of this Agreement is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid.

**16. NOTICE**

All notices required to be submitted under this Agreement, and all correspondence under this Agreement, shall be deemed to have been received if delivered to the following addresses personally or by registered post, reputed overnight courier, and to the following designated persons.

If to **COMPANY** at:

ADDRESS;

To the attn. of:

**If to Service Provider:**

ADDRESS:

Any Party may change its address for service from time to time by a prior written notice as soon as there is a change in the addressed as mentioned above.

**17. NO AGENCY:**

Nothing in this Agreement shall constitute either Service Provider or its employees and representatives as COMPANY's agents or employees, so as to bind COMPANY in any way, except as otherwise provided in this Agreement or specified by COMPANY in writing.

**18. GOVERNING LAW AND JURISDICTION:**

This Agreement shall be construed and given effect to in accordance with the laws of India and shall be subject to the jurisdiction of the Courts in.....

**19. ARBITRATION:**

If any dispute arises between the parties, that shall be settled amicably through the Arbitration and if dispute continues between the parties and the parties fails to reach an amicable settlement within 30 days from the date of a written notification addressed by either party to this effect, such dispute shall be referred to arbitration of the sole arbitrator to be mutually appointed by both parties.

The Arbitration shall be governed by and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English and the Arbitration shall take place at Mumbai. The arbitral award shall be final and binding upon both parties.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN**

Signed and Delivered by the within named )  
**COMPANY** )  
by the hands of its Authorised Signatory )  
\_\_\_\_\_ )

\_\_\_\_\_ )  
In the presence of witness: )

Signed and Delivered by the within named  
\_\_\_\_\_ )  
In the presence of witness: