

VENDOR AGREEMENT

This Vendor Agreement (the "**Agreement**") is made on the _____ day of _____, 2023.

BY AND BETWEEN

M/s.KISHEN MANPOWER (OPC) PRIVATE LIMITED, a company registered under Companies Act, having its place of business at Thideer Kuppam, Virapandi, Tirukkoyilur, Villupuram, Tamil Nadu - 605758 (hereinafter referred to as the "**CLIENT**" which expression shall, unless

repugnant to the context or meaning hereof, mean and include his heirs, executors, administrators and assigns) of the First Part.

AND

M/s. [REDACTED], a company registered under Companies Act having its place of business at [REDACTED] (hereinafter referred to as the "**VENDOR**" which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs, executors, administrators and assigns) of the Second Part.

Commented [DG1]: Please mention other party details

Commented [DG2]: Please mention other party business address

The '**CLIENT**' and the '**VENDOR**' are hereinafter collectively referred to as the "Parties" and individually, as a "Party".

WHEREAS,

1. The Client is in the business of providing man resources and desires to outsource the [REDACTED] service to the Vendor.
2. The Vendor is in the business of providing [REDACTED] to various organizations. The Vendor represented its willingness to the client that they have requisite expertise, resources and the skilled personnel for providing the services and is desirous of providing the same to the Client.
3. The Client has agreed to avail the services offered by the Vendor inter alia for the service provided, subject to the terms of this Agreement.

Commented [DG3]: Please mention the nature of service to be outsourced to Vendors.

Commented [DG4]: Please mention the Vendor's nature of business

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

1. **Scope and Standard of Service:**

a) Vendor hereby agrees to provide to the Client and the client hereby agrees to avail [] services from Vendor.

Commented [DG5]: Please mention the specific service required from the Vendor for signing this agreement

b) In rendering Services to the Client, Vendor warrants that:

- i. it shall observe the best service quality standards and ensure that Vendor render its obligations to the satisfaction of the Client;
- ii. it shall discuss and review its progress, on a regular basis as and when required by the client;
- iii. it shall extend services during the validity period of this Agreement.

2. Tenure:

a) The term of this Agreement is effective from [] to [].

Commented [DG6]: Please mention the tenure (date) of this Agreement

b) The Client has its sole discretion reserves the service to extend the period of this Agreement for a further period by serving a letter in writing on the Vendor on the same terms and conditions of this Agreement.

c) In case the service under this Agreement is continued for a further period without execution of another Agreement, then such period of extension will be governed the same terms and conditions of this Agreement, until a new agreement is executed in writing by the parties.

3. Consideration:

a) In consideration of Vendor rendering the services to the client, the client shall pay the Vendor fee/charges an amount of Rs. []/- (Rupees [] Only) directly to the Vendor.

Commented [DG7]: Please mention the decided amount

- b) It is hereby clarified that the client only obligated to pay the aforesaid charges only to the Management of the Vendor, not to any authorized agents, employees, representatives of the Vendor.
- c) Payment within 15 days from the completion of service/Work and payment period under any given circumstance would not exceed 30 days from completion of Service/Work.
- d) The payment shall be made after deducting of all applicable taxes and charges introduced or revised by the Central/State Government and shall be borne by the Client time to time.
- e) Any fine or deduction to be levied on the Vendor needs to be notified and accompanied with a debt note.

Commented [DG8]: Please confirm

4. Method of Payment:

Payment shall be made to the Vendor in accordance via Cash or Cheque/Wire transfer and others by the Client.

5. Warranties by the Vendor:

- a) The Vendor warrants that the signatory to the present Agreement has the right and full authority to enter into this Agreement with the Client and the Agreement so executed is binding in nature.
- b) All obligations narrated under this Agreement are legal, valid, binding an enforceable in law against the Vendor.
- c) There are no proceedings pending against the Vendor, which may have a material adverse effect on its ability to perform and meet the obligations under this Agreement.

- d) The Vendor warrants that it is an authorized business establishment and holds all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into this present Agreement with the Client.
- e) The Vendor shall always ensure compliance with all the requirements applicable to its business and for the purpose of this Agreement including but not limited to Intellectual Property Rights. It further declares and confirms that it has paid and shall continue to discharge all its obligations towards statutory authorities.
- f) The Vendor warrants that it has adequate rights under relevant laws including but not limited to various Intellectual Property legislation(s) to enter into this Agreement with the Client and perform the obligations contained herein and that it has not violated/infringed any Intellectual Property rights of any Third party.

6. Compliance with Law:

Every party shall comply and shall (as its own expenses unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable law and regulations, provided that neither party shall be liable for any breach of this clause to the extent that such breach is directly caused or contributed by any breach of this Agreement by other party (or its employees, agents and representatives).

7. Limitations of Liability:

- a) It is expressly agreed by the Vendor that the Client shall under no circumstances be liable or responsible for any loss, injury or damage to

the Vendor or any other party whomsoever arising on account of any transaction under this Agreement.

- b) The Vendor agrees and acknowledges that it shall be solely liable for any claims, damages or allegations arising out of product/services and shall hold the Client harmless against all such claims and damages. Further, the Client shall not be liable for any claims or damages arising out of any negligence, misconduct or misrepresentation by the Vendor.
- c) The Client under no circumstances shall be liable to the Vendor for loss and/or anticipated loss of profits or for any direct or indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if the Vendor has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss of business, unless such loss or damages are proven by the Vendor to have been deliberately caused by the Client .

8. Termination:

This Agreement may be terminated by the mutual consent of parties and shall be terminated in the following events:

- a) In respect of clauses hereinabove, the Agreement shall be terminated by either party by giving the other party which is affected by any of the said events, not less than 15 days written notice on the expiry of which notice, this Agreement shall stand terminated.
- b) If either party has committed or knowingly permitted a breach of any of the covenants, conditions, or agreements, hereinbefore contained and on its part to be performed or observed, the party not in default may serve on the party in default a written notice specifying the breach and

requiring it within 10 days to make good the same in the case of a breach capable of being made good, or to pay the party or parties that has / have served such notice adequate compensation.

- c) If the party served with such notice does not comply with the said notice within the period of 10 days aforesaid, the party that served such notice may serve on the other, 15 days written notice to terminate this Agreement, and on the expiry of the said notice, this Agreement shall stand absolutely terminated. No right or remedy provided in this Agreement is intended to be exclusive of any other right or remedy, and each and every right or remedy provided hereunder shall be cumulative and in addition to any other right or remedy provided in law, equity, or by statute now or hereafter existing.

9. Confidentiality/Non-Disclosure:

- a) Both the parties have obligations under the law not to disclose any confidential information and not to use it for any purpose.
- b) The receiving party agree that without the express written consent of disclosing party, the receiving party will not at any time divulge, furnish, disclose or make accessible to any person, firm, organization or corporation in any manner whatsoever any Confidential Information.
- c) The Party agrees that at all times during or subsequent to the performance of the Services, will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the own use during the Term of this Agreement and only to the extent necessary to perform the Services.

- d) **Confidential Information:** The 'confidential information' includes any information that is only known by the disclosing Party, and not known by the general public at the time it is disclosed, whether tangible or intangible, and through whatever means it is disclosed. Confidential Information does not include information that:
- i. The receiving Party lawfully gained before the disclosing Party actually disclosed it;
 - ii. Is disclosed to the receiving Party by a third party who is not bound by a confidentiality agreement
 - iii. Becomes available to the general public by no fault of the receiving Party; or
 - iv. Is required by law to be disclosed.
- e) During the course of this Agreement, the Parties will have access to and learn each other's Confidential Information, including trade secrets, industry knowledge, and other confidential information.
- f) The Parties will not share any of this proprietary information at any time. The Parties also will not use any of this proprietary information for either Party's personal/business benefit at any time. This section remains in full force and effect even after termination of the Parties' relationship by its natural termination or early termination by either Party.
- g) The receiving Party may disclose the Confidential Information to its personnel on an as-needed basis. The personnel must be informed that the Confidential Information is confidential and the personnel must agree to be bound by the terms of this Agreement. The receiving Party is liable for any breach of this Agreement by their personnel.

- h) In the event a Party loses Confidential Information or inadvertently discloses Confidential Information, that Party must notify the other Party within 24 hours. That Party must also take any and all steps necessary to recover the Confidential Information and prevent further unauthorized use.
- i) In the event a Party is required by law to disclose Confidential Information, that Party must notify the other Party of the legal requirement to disclose within 2 business days of learning of the requirement.

10. Independent Vendor:

- a) This Agreement is on a Principal-to-Principle basis and does not create any employer-employee relationships.
- b) Vendor shall provide the services hereunder as an independent Vendor and nothing contained herein shall be deemed to create in association, partnership, joint venture, or relationship of principle and agent or master and servant or employer and employee between the client and Vendor.

11. Non-Competition and Non-Solicitation:

- a) The Vendor shall not directly or indirectly engage in soliciting of the existing or potential business of the Client. It shall also not market its own services to the existing or potential business of the Client.
- b) The Vendor hereby further covenants and agrees that during the term of this Agreement and for a period of 2 years following the termination of this Agreement, the Vendor shall not for whatever reason either individually or in a partnership or in conjunction with any person as a Vendor, agent, employee in any other manner whatsoever directly or

indirectly carry on or be engaged in or be concerned with or interested in a business similar to that Client .

- c) Solicit or be directly engaged or interested in soliciting orders for, any services similar to or competitive with the services being rendered within the territory to the existing or potential client of the Client.
- d) It is expressly agreed by the Vendor that in the event of such breach, in addition to any other remedies which may be available to it, the Client shall be entitled to and may seek an order for specific performance and other injunctive and equitable relief as may be considered necessary or appropriate to restrain the Vendor from any further breach of the terms hereof, and the Vendor hereby waives all defenses to the strict enforcement by the Client of the restrictions herein.
- e) The Vendor shall not during this term of Agreement and 1 years thereafter solicit or poach upon any employee of the Client.

12. Costs:

Unless otherwise expressly provided in writing, each party is responsible for its own costs of complying with this Agreement and in connection with the performance of its obligation under this Agreement.

13. Force Majeure:

In the case of failure to perform this Agreement due to any **force majeure**, neither party shall be liable for such failure, and this Agreement shall be terminated automatically. In the case of failure to perform any part of this Agreement due to any **force majeure**, the party suffering from such **force majeure** may be exempted from corresponding liability to the extent of the impact of such **force majeure**. However, such party shall continue to perform other

obligations under this Agreement which have not been affected by such **force majeure**. If such **force majeure** occurs after such party delays to perform this Agreement, it shall not be exempted from its corresponding liabilities.

14. Representations and Warranties:

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

15. Indemnity:

Each Party ("**indemnifying party**") hereby agrees to indemnify and hold the other party harmless from all damages, costs, attorney's fees or other losses by breaching this Agreement or breach of any representative or warranties of indemnifying party.

16. Severability:

If any provision this Agreement shall for any reason be held to be invalid, illegal or unenforceability in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

17. Waiver:

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

18. Amendments:

Any change, amendment, alteration or modification to this Agreement must be in writing and signed by authorized representative of both parties.

19. Dispute Resolution:

The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any claim arising out of or relating to this Agreement shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act. All hearings will be held in Thirukkoyilur, Villupuram, Tamil Nadu and shall be conducted in English. The parties shall each appoint an arbitrator who shall then appoint a sole arbitrator to preside over the Arbitration proceedings.

20. Choice of Law:

This Agreement will be interpreted based on the laws of the State of Tamil Nadu regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of Tamil Nadu.

21. Entire Agreement:

This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

22. Assignment:

No party may assign, subcontract or encumber any right or obligation under this Agreement in whole or in part, without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.

23. Notices:

All notice, requests, consents, approval, agreements, authorizations, acknowledgments, waiver and other communications shall be in writing and sent to the address specified in the title clause of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date by agreeing all terms and conditions, clauses, liabilities as mentioned above.

The Client:

Name: _____

Signature: _____

Date: _____

The Vendor:

Name: _____

Signature: _____

Date: _____