Agreement

# TEMPORARY STAFF SUPPLY

That the Terms and Conditions of Business are agreed upon and entered into at Kolkata on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between

**Staffing Company Name.** Company within the meaning of the Companies Act, 2013 and having its **Staffing Company Registered Address**, (hereinafter referred to as which expression shall, unless repugnant to the context or meaning thereof, include its successor and permitted assigns), of the ONE PART

and

**Client Name** having its office at**, Client Address** herein after referred to as “**CLIENT**” which expression shall, unless repugnant to the context or meaning thereof, include its successor and permitted assigns), of the OTHER PART.

1. These Terms and Conditions of Business shall remain valid for a period of **One Year** with effect from **\_\_\_\_\_\_\_\_\_\_\_**  till **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** both Days inclusive).
2. That the Client will be requiring the Service Provider to supply personnel to perform Consultancy Services (“**Temporary Staff**”) for the Client. These conditions apply to all business conducted between the parties relating to deputation of Temporary Staff, unless otherwise agreed in writing.
3. That either party can terminate this agreement by giving one month’s notice in writing. The Agreement can be extended by mutual Agreement. In case there being an availment of services by Client post the expiry of the Agreement it shall be deemed to be extended on a month to month basis.
4. That the Client accepts these Terms and Conditions when using OCAPL service to supply Temporary Staff by virtue of an interview or the engagement of any Temporary Staff introduced by OCAPL
5. That prior to the commencement of the Assignment or as soon as reasonably practicable, OCAPL will send to the Client written or email confirmation of the Assignment (“Assignment Confirmation/Commencement Note”) specifying, as far as reasonably practicable, the duration of the Assignment, the rate charged by OCAPL together with any such additional costs and expenses as may have been agreed and other relevant information.
6. That within 10 days of signing this Agreement OCAPLshall circulate a “Standard Process Manual” in relation to this Agreement custom made for the Client which shall be treated as part and parcel of this Agreement**.( stated in Annexure –I)**
7. That the details of charges are as per **Annexure I**. Additionally, goods and services tax shall be charged at par the Government rate applicable on the invoice date. Charges are invoiced by Orion Corporate Alliance Pvt.Ltdto the Client monthly, as appropriate and are payable as mentioned Annexture.
8. That OCAPL assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions and benefits applicable under Indian law provided Client settles the Invoices of OCAPL regularly and within the stipulated time and to keep in force the warranty given by OCAPL for Statutory compliances for the Deputed Staff. OCAPL shall be entitled to vary the charges with immediate effect to the Client if there is any new levy or tax by any government department or statutory authority. The Client agrees it will not make any payment direct to OCAPL Temporary Staff without OCAPL prior agreement.
9. That whilst every effort is made by OCAPL to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Temporary Staff, no liability to the Client or any third party will be accepted by Orion Corporate Alliance Pvt.Ltdfor any loss, expense, damage or delay arising from any failure to provide any particular Temporary Staff for all or part of the period of assignment or from the acts or omissions, negligence, dishonesty, misconduct or lack of skill of the personnel provided.

In case of any loss or damage of goods incurred by the associate of Orion, below steps needed to be taken;

* 1. If the cost of damaged / lost goods is less than or equivalent to the salary of the associate, Orion will deduct the same from his salary.
	2. If the cost is more than his salary and the associate admit his fault then Orion will deduct his entire salary and will give him a reasonable opportunity to pay the remaining amount in stipulated time otherwise Orion will assist client to file a police complaint.
	3. If the associate get absconding, Orion will assist client to file police complaint.
1. That if the services of the Temporary Staff prove to be unsatisfactory and provided that OCAPL has been notified within the……… **days** of a commencement of an assignment, then no charge will be levied for that period.
2. That the Client will comply with the applicable environmental/occupational health and safety regulations of India and will ensure that the health, safety and welfare of the Temporary Staff are safeguarded. The Client will not allow Temporary Staff to drive or operate any vehicle; change the assignment duration or any pre-agreed arrangements, without the written consent of Orion Corporate Alliance Pvt. Ltd takes no responsibility for cash, valuables or any form of negotiable security that the Client entrust the Temporary Staff.

The Client agrees to verify and sign OCAPLtime sheets weekly, twice a month or monthly (whichever is appropriate) or upon completion of the assignment, whichever is soonest. The Customer’s signature on the work record, charge sheet, or other formal confirmation of completed work or period, shall be deemed conclusive evidence that the Client is satisfied with each and every Temporary Staff supplied and that the Client will pay all monies due under the contract/assignment in full and without dispute or deduction. Failure by the Client to sign any work record or charge sheet shall not preclude OCAPL from charging all monies due under the contract/assignment unless and until OCAPL is notified of dissatisfaction as provided in paragraph 10 the Client shall be deemed fully satisfied.

1. That the Client will provide OCAPL with the following minimum notice period or equal compensation to terminate the assignment:

**Duration of Assignment** **Notice Period**1 week to 6 months 3 Days

More than 6 months 7 Days

1. That the client undertakes to notify OCAPL of the reason for the requirement in writing. The position shall be deemed temporary for a period of maximum 240 days. Should the requirement extend beyond that or for other reasons statutory or, collective bargaining or otherwise internal to the Client or Industry which is beyond the control of parties OCAPL will carry no liability for any claims made against the client by the candidate.
2. That the Client may convert the Temporary Staff to its permanent staff or transfer the pay roll from OCAPL pay roll to another agency only after ……….months and a transfer fee of ……..% of Annual CTC will be applicable for the conversion / transfer / absorption.
3. That notwithstanding anything contained herein, the liability of Orion Corporate Alliance Pvt. Ltd. for the period of this Agreement or its extension shall in no circumstances exceed the aggregate of …… months service fee paid to OCAPL by the Client.
4. That both parties shall endeavour to resolve disputes arising in relation to this Agreement amicably at the level of their Business Head failing which they will be referred to Arbitration by a mutually appointed and agreed Sole Arbitrator to be appointed under the Indian Arbitration and Conciliation Act 1996.
5. That this Agreement shall be governed and construed in accordance with the laws of India, and any disputes therein shall fall within the jurisdiction of the High Court in Kolkata.

**IN WITNESS WHEREOF** the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year herein above written.

 **SIGNED AND DELIVERED BY SIGNED AND DELIVERED BY**

 **Staffing Company Name Client Company Name**

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 **Name of Authorised Signatory Name of Authorised Signatory**