

Vendor Services Agreement

This agreement is made on this the 15th day of March '16 by and between;
_____ and its subsidiaries (hereinafter referred to as "CLIENT"
with a principal place of business at

AND

Placement Company, Salahkaar Consultants having representative office at Salahkaar Consultants, Office No. # 2A and 2B, Pillar H, Opp. Silver Line Society, Near Ganpati Chowk, Viman Nagar, Pune 411.

"CLIENT" wishes to engage the services of Placement Company, which is in business of providing professional services (herein referred to as "Placement Company")

1. Term of Agreement:

- a. This agreement shall be made effective from the date first mentioned above and shall continue for a limited period of one year. This agreement gets automatically renewed unless called off by either party.

2. Services:

- a. "Placement Company" will provide, from time to time as requested by "CLIENT", Services to or for the benefit of "CLIENT" by providing resumes of candidates suitable to specification/details (as per the written job profile and other written communications) mentioned in "CLIENT" resource requirement.
- b. "Placement Company" shall identify and shortlist suitable candidates ('Prospects') as per the written job profile and other written communications provided by "CLIENT", after proper screening and evaluation of such Prospects.
- c. "Placement Company" shall act as interface between "CLIENT" and the Prospects and shall be responsible for arranging meetings, discussions and interviews of the Prospects with "CLIENT".

3. Selection of Professionals:

- a. "CLIENT" shall provide any information with regard to skill or experience of the professional required or any other information, which is needed by "Placement Company" to service the "CLIENT" request in a timely manner. This will be done by way of a scoping session which will have requirement to fill a detailed form by hiring manager. Hiring Managers of "CLIENT" will also be required to give objective questions to judge technical competencies.
- b. "Placement Company" shall be paid consideration ('Fees'), schedule for which is in below points (Plus applicable taxes, charges, expenses, cess or levies) for its efforts in identifying, referring and assisting in engaging the Prospect (the Prospect identified and referred to by "Placement Company", upon joining "CLIENT", shall be referred to as 'Employee') for "CLIENT". Final hiring decision will be made by "CLIENT".
- c. In case the candidate refuses to join "CLIENT" after accepting the offer, "Placement Company" will provide an alternate candidate of equivalent or with better caliber, who is available to join "CLIENT".

"Client" representative Sign _____ Placement Company representative Sign _____

4. Relationships:

- a. "Placement Company" asserts that it is an independent vendor, which offers its services to other organizations as and when required. This agreement does not constitute joint ventures or agency relationship between "Placement Company" and "CLIENT".

5. Non-Disclosure:

- a. "Placement Company" agrees to hold confidential and not use for its own benefit or any other parties benefit, any secret or confidential information acquired by "Placement Company" or its referred employees by virtue of services performed in accordance with this agreement. Information shall be considered secret or confidential only if explicitly stated as such and communicated to "Placement Company" in writing. Confidential information shall not include any information, which is previously known to "Placement Company", is publicly disclosed either prior to or subsequent to "Placement Company" or its referred employees receipt of such information, or is rightfully received by "Placement Company" from a third party without obligation of confidence.

6. Termination:

- a. "CLIENT" may terminate this agreement giving a 30 days' notice at any time. "Placement Company" may as well terminate this agreement with 30 days prior notice.

7. All disputes in connection with or arising out of this Agreement shall be submitted to one arbitrator. The arbitration shall be governed by the provisions contained in the Arbitration and Conciliation Act, 1996 of India. The venue of arbitration shall be Pune. The language of arbitration shall be English. The fees of arbitration will be borne equally by both parties.

8. Subject to arbitration specified in the foregoing clause, all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts situating at Pune.

9. If any candidate presented by "Placement Company" resigns of his or her own wish, from the job within three months post joining "CLIENT", "Placement Company" will replace the resigned candidate without any additional fees.

10. Based on written criteria and job description, resume will be presented by "Placement Company". On confirmation suitability of initial resumes, other resumes will be sent to the client. This will avoid any misunderstand for suitability of candidates between two parties.

11. Service Charges:

- a. Fees payable on placement of a potential candidate with "CLIENT" shall be based on a percentage of the first year's total Cost to "CLIENT" (CTC) to "Placement Company". CTC will include all kind of pay, benefits, perks, incentives, other advantages, etc.:

"Client" representative Sign _____ Placement Company representative Sign _____

“CLIENT” will agree on any of the below mentioned fees payment option.

Sr. No.	Experiencein years	Fees payment option 1
A	Any annual cost to the company	Based on mutual agreement

We will revisit the cost post six months of working.

11. It is agreed that neither “Placement Company” nor “CLIENT” will poach each other’s staff / contractors / franchise / freelancers for two years period from the date of last business interaction or deal with both parties or last day of employment day of the corresponding employees at their employer.

IN WITNESS WHEREOF this Agreement has been executed by authorized signatories of the respective parties on the date and year first written above.

“Placement Company”

“CLIENT”

Sign

Sign

Name
Designation

Name
Designation

Witnesses:

1.

2.

Signature _____

Signature _____

Name _____ Name _____

Father’s Name _____

Father’s Name _____

Address: _____

Address: _____

“Client” representative Sign _____ Placement Company representative Sign _____