Subcontractor Agreement

This agreement is made between the Contractor and the Subcontractor named below and takes effect on the date of the last signature.

Contractor

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Subcontractor

LEGAL NAME

EMAIL

PHONE

ADDRESS

Scope of work

The Contractor engages the Subcontractor to perform the part of the Contractor's client project described below, to the same standard the Contractor owes its own client.

END CLIENT AND PROJECT NAME

COMPLETION DATE

WORK PACKAGE

Fees and payment

TOTAL AMOUNT (₹)

PAYMENT SCHEDULE

Payment method

○ UPI ○ Bank transfer ○ Card ○ Cheque ○ Cash

Invoices are payable within 15 days unless the schedule says otherwise. Late payments may attract interest at 1.5% per month.

Specific terms

- Back-to-back. The Subcontractor follows the end client's specifications, site rules and quality checks that the Contractor shares.
- No direct dealing. The Subcontractor does not solicit or invoice the end client directly for 12 months.
- Insurance. The Subcontractor keeps workers' insurance and any licences needed for its work.

Standard terms

- Independent contractor. The Subcontractor is an independent contractor, not an employee, and is responsible for its own staff, taxes and statutory dues.
- Ownership. Once the Contractor has paid in full, the Contractor owns the final deliverables. The Subcontractor keeps its pre-existing tools, templates and know-how, and may show the work in a portfolio unless the Contractor objects in writing.
- Confidentiality. Each party keeps the other's non-public information confidential during this agreement and for two years after it ends.
- Liability. Except for fraud, wilful misconduct or breach of confidentiality, each party's total liability is limited to the fees paid in the three months before the claim.
- Termination. Either party may end this agreement by written notice of the period chosen below, or at once if the other party commits a serious breach and does not fix it within 7 days. The Contractor pays for work done up to the end date.
- Taxes. Fees exclude GST, which is added to invoices where applicable.

Notice period to terminate

◯ 7 days ◯ 15 days ◯ 30 days

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Contractor

SIGNATURE

PRINTED NAME

DATE

Subcontractor

SIGNATURE

PRINTED NAME

DATE