



उत्तर प्रदेश UTTAR PRADESH

FC 993366

Agreement for Temporary Staffing Services

This Service Agreement entered at Noida (UP) on 31<sup>st</sup> October of 2019 between:

**M/s GI Staffing Services Pvt. Ltd.**, a company registered under the Companies Act, 1956, having its Registered office at F – 103, Ashish Complex, Mayur Vihar, Phase - I, Delhi - 110091 and Corporate Office at D-06, Sector – 10, Noida -201301 (U.P) (hereinafter referred to as "GI Staffing Services Pvt. Ltd." which expression shall unless it be repugnant upon the context thereof include its successors and permitted assigns).

AND

**M/s Modern Hiring Services**, having its principal office at SAM House, D'lima Street, Plot No.136, Dockyard, Mumbai – 400010 (Hereinafter referred to as "Client" which expression shall unless it be repugnant upon the context thereof include its successors and permitted assigns)

(GI Staffing Services Pvt. Ltd. and the Client are individually referred to as a "Party" and collectively as "Parties")



*[Handwritten signature]*

*[Handwritten signature]*

And WHEREAS, GI STAFFING SERVICES PVT LTD. is a Company engaged in the business of providing services in the area of human resource management and consultancy by way of recruitment, training and business process outsourcing to various kinds of Companies and inter alias, is engaged in the business of providing specific corporate services to its customers through deputation of its skilled, and/or semi-skilled employees/personnel (these employees sent on deputation are hereinafter referred to as "Associate(s)") to its customers sites, whether onsite or offshore;

AND WHEREAS CLIENT is desirous of engaging the services of GI Staffing Services Pvt Ltd. and GI Staffing Services Pvt Ltd. has agreed to offer the services described herein to CLIENT on the terms and conditions set out hereunder:

NOW IN CONSIDERATION OF THE PREMISES HEREINAFTER CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. SCOPE OF SERVICE**

The Associates shall be offered to CLIENT on deputation on the terms as stated below.

**2. DURATION**

- 2.1 The services of Associates shall be offered to the CLIENT on deputation for the period specified in the Associates Request Form. The period of deputation can be extended and/or curtailed by the mutual consent of CLIENT and GI Staffing Services Pvt Ltd.
- 2.2 This Agreement shall be valid from the **1st May 2019 to 30th April 2024**

**3. COMMERCIALS :**

**3.1 Reimbursements :**

- GI Staffing Services Pvt Ltd. shall raise an invoice on the CLIENT detailing the salary payable by GI Staffing Services Pvt Ltd. to the Associates, which shall be paid by GI Staffing Services Pvt Ltd. to the Associates on receipt of payment from the CLIENT as per the invoice raised by GI Staffing Services Pvt Ltd. The Cost to the Company (CTC) paid by GI Staffing Services Pvt Ltd. to its Associates, statutory and Insurance authorities comprises of various factors such as:
  - Employees' Gross salary including monthly and annual Allowances and Reimbursements





- Employer's contribution to Provident Fund, ESI Contribution, etc.
- Bonus payable to eligible Associate;
- Gratuity paid to eligible Associate;
- Premium for Group Insurance Scheme & Mediciclaim Policy charged as per actual (Chargeable & as per CLIENT's discretion)
- Incentives payable to the Associates, wherever applicable
- Settlement of Travel Advance, Travel expenses etc, if routed through GI Staffing Services Pvt Ltd.
- Any other payment made by GI Staffing Services Pvt Ltd. to the Associates;

### 3.2 Service fees :

In consideration of the services provided by GI Staffing Services Pvt Ltd. to the CLIENT, the CLIENT shall pay to GI Staffing Services Pvt Ltd. service fees as detailed below as per the schedule described in **Annexure D** titled 'Schedule of Fee' :-

- Set up Fee:** One Time Fee of Rs. 150/- per Associate.
- Sourcing Fee:** GI Staffing Services Pvt.Ltd. will charge **Rs.2000/-** per candidate. Associate as the sourcing fee for the associates sourced by GI Staffing. (This fee will only be applicable for associates that are sourced by GI Staffing). GI will give one free replacement for a period of 60 days from the date of joining.
- Service Fee:** GI Staffing Services Private Limited will charge 4% of the monthly CTC and Reimbursement pay-out (Per Associate / Per Month) as service fee for associates deployed on the rolls of GI Staffing.
- Absorption Fee:** In the event of CLIENT absorbing an Associate, during the term of the agreement and 6 months thereafter, directly or through a third party, GI Staffing Services Pvt Ltd. will charge an absorption fee **@8.33%** for every Associate absorbed by CLIENT (This fee will only be applicable for associates that are sourced by GI Staffing).
- Assets Management Fee:** In the event, where the Client wants GI Staffing Services Private Limited to provide assets for instance Laptop, Data card or Mobile Phone, GI will Charge a facilitation Fee **@ 10%** of the monthly hire value of such asset. The monthly hire charges shall be billed separately by GI Staffing Services Private Limited or Supplier of such services as the case may be and mutually agreed monthly hire charges shall be appended in **Annexure-D** 'Schedule of Fee'
- Onsite Resource Fee:** In case an On-site Resource has to be deployed at any time with in the contract period, the fee for the same will be mutually agreed and the resource



shall be deployed. The agreed commercials can be appended as a separate deliverable item in **Annexure-D** 'Schedule of Fee'.

**3.3 Goods And Services Tax (GST):**

CLIENT shall pay such amounts towards GST as raised in the invoice by GI Staffing Services Pvt Ltd., which shall be as per the rate specified under the laws in force during the subsistence of this Agreement.

**3.4 Medical Expenses :**

Should the CLIENT so desire, Upon CLIENT's discretion a medical checkup for every associate can be arranged, expenses of which will be borne by the CLIENT.

**3.5 Payment terms :**

CLIENT shall make the payments to GI Staffing Services Pvt Ltd. against the services as per the invoice raised as per the schedule described in **Annexure-D**.

It is hereby agreed by the client that in accordance with the revision of Minimum Wages by the appropriate authority or due to any increase in the VDA/SDA/DA, the present CTC structure of the Associates will automatically change.

**4. TERMINATION**

Either party may terminate this Agreement by serving a written notice of not less than Thirty (30) days on the other party, provided that any amounts due to GI Staffing Services Pvt Ltd. prior to such termination shall be payable subject to the provisions of Clause 3.5 above.

In the event of a termination, the Client shall pay GI Staffing Services Pvt Ltd. as full compensation, all undisputed amounts due prior to such Notice and for Services thereafter rendered as specified in such Notice.

**5. FACILITATION**

- 5.1. GI Staffing Services Pvt Ltd. shall notify to CLIENT the name of its designated personnel who will be looking after all the issues and managing the issues (including but not limited to) such as deputation, withdrawal, change, separation, termination, etc. of its Associates to CLIENT.





- 5.2. Client shall designate personnel and notify GI Staffing Services Pvt Ltd. on the same for the purposes of discharging obligations under this Agreement. These personnel shall be the principal coordinator for the purposes of this Agreement and shall be empowered to discuss and reach agreement on any actions with regard to any operational aspect of the deputation.

## 6. EMPLOYMENT

It is clearly understood and agreed by and between the parties that CLIENT shall not be held responsible or liable under the Labour laws, concerning employment, that are in force and that may come into force from time to time, in respect of the Associates, GI Staffing Services Pvt Ltd. alone shall be solely responsible for their terms and conditions of services and on no account the Associates shall be deemed to be employees of CLIENT.

GI Staffing Services Pvt Ltd. hereby further agrees that CLIENT will not be held responsible against any claim, charges, demands made or raised on CLIENT by Associates, to the extent they relate to their employment with GI Staffing Services Pvt Ltd.

## 7. REPORTING

In the normal course, the Associates shall receive instructions from CLIENT and shall undertake to abide by any suggestions, instructions etc. given whether by CLIENT or any assigned person(s) as regards services under this Agreement.

CLIENT undertakes to deal with the Associates in a fair manner and entrust only such job responsibilities to the Associates as originally agreed upon and outlined which are in line with the labour practices as prescribed under the labour laws of India ;

## 8. STATUTORY COMPLIANCE

GI Staffing Services Pvt Ltd. shall comply with the provisions of all Labour Law statutes, ordinances, rules and regulations applicable to the employment of Associates and the services agreed to be provided pursuant to this Agreement and shall obtain all necessary registrations, licenses, approvals, sanctions from PF, ESI, Contract Labour Act and under any other applicable laws, provided that any approvals and registration that are required to be taken by the CLIENT due to the nature of its business shall be the responsibility of the CLIENT.



## 9. OPERATING GUIDELINES

GI Staffing Services Pvt Ltd. and CLIENT agree to that they need to comply with certain specific obligations which are more clearly detailed in the 'Annexure A' to this Agreement and commits to discharging its responsibilities as set out therein, in ensuring that deputation services management is administratively effective, fair and mutually beneficial. These operating guidelines are understood to be an integral part of this Agreement.

## 10. CONFIDENTIALITY

GI Staffing Services Pvt Ltd. and CLIENT hereby agree to keep secret and confidential the proprietary, information made available to them during the subsistence of this Agreement. Dissemination of such proprietary information shall be restricted to officers, employees of GI Staffing Services Pvt Ltd. and CLIENT strictly on a need to know basis. Also, the confidential information will strictly mean any information provided by the Client and to be marked in writing as "Confidential". Except to the information which has already been disclosed in public or private forums before being disclosed to the GI Staffing Services Pvt Ltd. after taking written approval of the same by the Client.

## 11. INDEMNITY AND LIMITATION OF LIABILITY:

- 11.1 GI Staffing Services Pvt Ltd. agrees to fully indemnify and keep harmless the Client from and against any and all cost and circumstances, claims, demands, cost incurred by the Client owing to the reasons and defaults attributable to the GI Staffing Services Pvt Ltd. in respect of payment of statutory dues and employee benefits of the Associates.

With respect to misconduct, negligence, misrepresentation, fraud, forgery, dishonesty, robbery, breach of confidential information, GI Staffing Services Pvt Ltd. hereby agrees to indemnify the Client to the extent recoverable from the Associate in full and final settlement process. Notwithstanding anything contained this agreement, the total liability of the Service provider towards breach of any of its obligation under this agreement shall not exceed three months service fee paid preceding the date of claim".

- 11.2 Notwithstanding anything to the contrary in the Agreement, in no event shall either party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits, loss of profits or revenues arising under or in connection with the Agreement.
- 11.3 Client will indemnify GI Staffing Services Pvt Ltd. from any penalty arising out of delay caused by the Client in providing relevant documents (eg. Form V & RC for Labour License under CLRA 1970) such penalties will be borne by the Client.





## 12. ADDRESS FOR NOTICE/CORRESPONDENCE:

Any postal communication and or notice required to be served upon the GI Staffing Services Pvt. Ltd. and Client need to be served at the following address;

For GI Staffing Services Pvt Ltd.

Sonal Arora  
Executive Director  
GI Staffing Services Pvt. Ltd.  
D-6, Sector -10  
Noida – 201301, U.P.

For Client:

Mr. Anto Ranjth Kumar (Vice President)  
Modern Hiring Service  
#13/7, Berachah, 2<sup>nd</sup> Floor, 1<sup>st</sup> Cross Street, Trustpuram, Kodambakkam, Chennai.

## 13. MISCELLANEOUS:

13.1 Any amendment or modification to this Agreement or any part thereof shall be made by an instrument in writing and executed by both the parties. Notices and any correspondence under and relating to this Agreement, may be in writing or sent by electronic mail and (i) if in writing shall be served by sending the same by courier, addressed to the party for whom it is meant at its registered office or by hand delivery duly acknowledged by the other or registered post acknowledgment due, and (ii) if by electronic mail shall be sent with a read receipt and shall be served upon receipt of the read receipt by the sending party, provided that any invoices for payment which are issued shall always also be sent in writing.

13.2 It is agreed between the parties that prior to deployment of Associates, the Client shall specify the appropriate skill categorization in respect of the Services rendered by respective Associates under this Agreement. The Client shall provide GI Staffing Services Pvt Ltd. at least 30 days' written notice in writing prior to modifying the roles and responsibilities of an Associate and hereby agree to the applicable minimum wages revisions in the event of such revision results in change in skill categorization.



- 13.3 In the event of GI Staffing Services Pvt Ltd. is required to obtain any licenses under CLRA, 1970, including but not limited to any renewal and amendment of Licenses and the said and the Central Rules, 1971 from State/Central Authorities, the fees and expenses (actual and incidental) to obtain the same from time to time shall be charged to Client.
- 13.4 The CLIENT or an auditor designated by CLIENT will have the right at all reasonable time, and with Seven (7) days prior written notice to GI Staffing Services Pvt Ltd., to conduct financial, operational and technical audits of GI Staffing Services Pvt Ltd. to verify compliance with the terms and conditions of this agreement, the accuracy of the charges invoices by GI Staffing Services Pvt Ltd. and GI Staffing Services Pvt Ltd.'s performance of the contract duties in the normal working hours in working days.
- 13.5 The client shall maintain statement of accounts of GI Staffing Services Pvt Ltd. as per the normal accounting practices and make available the statement of accounts on request.
- 13.6 This Agreement supersedes all previous understanding, agreements, correspondences, etc. on this subject between the parties hereto.
- 13.7 This Agreement shall be executed in two originals, one of which shall be kept by CLIENT and the other by GI Staffing Services Pvt Ltd.
- 13.8 GI Staffing Services Pvt Ltd. shall not assign or transfer its rights/obligations under this Agreement to any third party, without the consent of CLIENT.
- 13.9 If any section, paragraph or clause in this Agreement shall be held to be invalid or unenforceable in any jurisdiction, in which this Agreement is being performed, then the meaning of such section, paragraph or clause shall be so constructed so as to render it enforceable to the extent feasible and if no feasible interpretation would save such section, paragraph or clause it shall be severed from the Agreement. If such paragraph or clause is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof.
- 13.10 In the case of theft/burglary and dishonesty by Associates, GI Staffing Services Pvt Ltd. shall take the following actions:
- a. Immediate written intimation shall be made by the Client representative to GI Staffing Services Pvt Ltd.;
  - b. Provide draft Complaint and assist Client to lodge formal named FIR in concern police station against accessed/defaulters;





- c. Other needful documents required by Insurance Company/ Surveyor case to case basis pertaining to incident.


**14. SETTLEMENT OF DISPUTE**

- 14.1 Neither party shall be entitled to make any claim and or be liable to the other party whether in tort (including negligence) or in Agreement except as specifically provided in this Agreement.
- 14.2 Neither party hereto shall be entitled to claim any indirect, consequential or punitive damages from the other party.
- 14.3 The parties hereto shall endeavor to settle any disputes under this Agreement by amicable discussions and in the event they are unable to do so shall refer the dispute to the courts of New Delhi, as provided for in Clause 15 below.

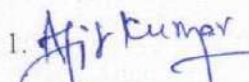
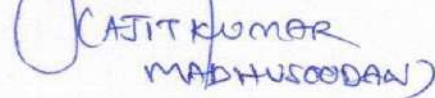
**15. GOVERNING LAW AND JURISDICTION :**

This Agreement shall be governed by the laws of India and the courts of New Delhi India shall have exclusive jurisdiction over any disputes arising out of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

<p><b>For: GI STAFFING SERVICES PVT LTD.</b></p> <div style="text-align: center;">  </div> <p><b>Authorized Signatory</b>  <b>Sonal Arora Kuljeet Singh</b>  <b>Executive Director VP Finance</b>  <b>Company Seal</b></p>	<p><b>For: MODERN HIRING SERVICES</b></p> <p><b>Authorized Signatory</b>  <b>Name and Designation</b>  <b>Company Seal</b></p>
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Witnesses:

- 1.   
  
**(AJIT KUMAR**  
**MADHUSOODAN)**
- 2.

## ANNEXURE - A

### Obligations of the parties to the Agreement

#### OBLIGATION OF THE CLIENT

##### **a) Placement**

CLIENT will intimate the locations where the services of the Associates would be needed. CLIENT will send a written recommendation to GI Staffing Services Pvt Ltd. if it wishes to relocate any of the associates.

##### **b) Service Log & Payments**

In order to aid GI Staffing Services Pvt Ltd. in processing its payroll, CLIENT will intimate GI Staffing Services Pvt Ltd. in prescribed formats details of services rendered (attendance, leave, advances given, sums recoverable, reimbursements payable- with supporting bills, vouchers) by the Associates by the 15th of every month. Further, the CLIENT will make the due payments as per the schedule to enable the timely salary payments to the associates.

##### **c) Disciplinary action**

CLIENT will inform GI Staffing Services Pvt Ltd. of any acts of misconduct by an Associate immediately and discuss the action steps to be taken.

##### **d) Withdrawal of an Associate**

CLIENT will request for withdrawal of Associate/s through its designated personnel in case of theft, fraud and acts that constitute moral turpitude. CLIENT will give in writing the details of the theft, fraud etc. to GI Staffing Services Pvt Ltd. for necessary action. On receipt of such a written request GI Staffing Services Pvt Ltd. will withdraw the Associates immediately. In all other cases, CLIENT may request in writing to GI Staffing Services Pvt Ltd. for withdrawal of the Associate/s due to any other unsatisfactory reason/ behavior.

##### **e) Safety and Health**

CLIENT will not assign work of a hazardous nature without prior intimation to GI Staffing Services Pvt Ltd. and without provision of adequate personal protection/safety measures.





**OBLIGATION OF GI Staffing Services Pvt Ltd.**

- a. GI Staffing Services Pvt Ltd. will devise suitable selection procedures and ensure that Associates offered have the approval of CLIENT.
- b. GI Staffing Services Pvt Ltd. will keep its designated personnel at its Centers briefed on the service requirements with Associates / CLIENT and ensure responsive service.
- c. GI Staffing Services Pvt Ltd. will ensure that Associate's salaries are processed and reached to the deputees latest by the 5<sup>th</sup> of every month. (Subject to timely payment by the CLIENT)
- d. GI Staffing Services Pvt Ltd. personnel will communicate with the Associate's concerned Executive of CLIENT periodically to address any problems and implement solutions to the satisfaction of CLIENT;
- e. GI Staffing Services Pvt Ltd. will ensure that statutory benefits such as ESI, PF, Professional Tax, etc where applicable will be administered as per laws and at regular intervals provide a compiled report to CLIENT.
- f. GI Staffing Services Pvt Ltd. will respond promptly and responsibly to any charge of misconduct of any kind by Associates and ensure speedy resolution of the matter in consultation with CLIENT.

**Reports and Reviews**

Report	Snapshot	Frequency
Transition Dashboard	Captures information and monitors the pulse of the transition process facilitating immediate identification & redressal of any deviation.	Daily during the transition period
Delivery Dashboard	Captures the key data points with regards to the delivery highlighting any anomaly whatsoever. The details can be probed through the following monthly reports. Compliance Dashboard Exit Report Payroll Process Dashboard	Monthly



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "GI STAFFING SERVICES PVT. LTD." around the perimeter and a small star symbol.

**ANNEXURE B**

Form of the Associate Request Form to be provided by the CLIENT

**Work Order**

With reference to the Service Agreement signed between CLIENT & GI Staffing Services Pvt Ltd.

**Lien on employment**

The resources employed by CLIENT will have no lien on employment with CLIENT at any time. However CLIENT has the right to hire/absorb the associate/s as per the terms & conditions of the Service agreement.

**Job Description**

Client	
Job Title	
Department	
Detailed Work Profile	
Contract Duration	
Location of Posting	
Experience required	
Fresher Considered (Yes/No)	
Education Profile	
Graduation	
Post Graduation	
Special Course	
Personal Attributes	
Communication Skills	
Languages Known	
Key Competencies(Knowledge, Skills, Attitude & Behavior)	

Yours Truly,





ANNEXURE C

<b>Company Name</b>	GI STAFFING SERVICES PVT. LTD.
<b>Company Address</b>	D-6, Sector 10, Noida - 201301.
<b>Contact Details</b>	Tel 91-120-4209777   Fax 91-120-4209775
<b>Website</b>	<a href="http://www.gigroup.co.in">www.gigroup.co.in</a>
<b>E-mail ID</b>	<a href="mailto:info@gigroup.co.in">info@gigroup.co.in</a>
<b>Bank Name</b>	YES BANK LTD.
<b>Address</b>	Ground Floor and Part 1 <sup>st</sup> Floor or Vinayak Hospital, NH1, Sector 27, ATTA, Noida-201301
<b>A/C Number</b>	008584000000052
<b>A/C TYPE</b>	Current Account
<b>IFS CODE</b>	YESB0000085
<b>MICR CODE</b>	110532021
<b>PAN Card Number</b>	AADCG3694A
<b>TAN Card Number</b>	DELG11695F
<b>Service Tax Number</b>	AADCG3694AST001



Annexure - D

**Salary Invoice & Payment Schedule:**

- GI will raise the invoice by the beginning of the term of association as specified in Clause 3.2, basis the inputs from the CLIENT for that month
  - The monthly cycle (Payroll & Attendance) will be from 1st day of each month till the 31<sup>st</sup> day of the subsequent month.
  - Every month the CLIENT will give information on the attendance and incentives of each of the GI resource by 02<sup>nd</sup> of subsequent month.
  - GI will raise the invoice and hand it over to CLIENT by 03<sup>rd</sup> of the subsequent month on basis of the attendance inputs from the CLIENT.
  - GI will disburse the salaries on 07<sup>th</sup> of the subsequent month.
- 
- GST as applicable is excluded in the rates being proposed. The rates are subject to change as mutually agreed.
  - Income Tax at source will be deducted at the prevailing rates and necessary certificate will be issued to GI.

Any adjustments in salary paid to a deputed person on account of loss of pay, for instance, shall be adjusted in the following months invoice.

