

GIL/Services of Placement Consultant/2019/ 559334

To,
M/s. Ethos HR Management & Projects Pvt. Ltd
101, Ornate Arcade, Opp. AUDA Garden,
Near Simandhar Jain Temple, Bodakdev, Ahmedabad -380054
Phone: 079-40056789

Revised Work Order for "IT Technical Manpower & Data entry Operator" for GIL"

Subject: Regarding Work order for "IT Technical Manpower & Data entry Operator" for GIL"
Ref: 1: RFP for "IT Technical Manpower & Data entry Operator" for GIL" - P&A 2018-19/03
2: IT Committee of DST held on 17th June 2019
3: SPC(IT), DST held on 1st July 2019

Dear Sir,

With reference to tender submitted by you to GIL for providing **IT Technical Manpower & Data entry Operator" for GIL**, we are pleased to inform you that, the Management has decided to give you work order for providing **IT Technical Manpower & Data entry Operator" for GIL** as mentioned in the scope of RFP purely on contract basis for the period of **Three Years i.e. from- 01.08.2019 to 31.07.2022** on following terms and conditions.

Scope of work & Terms & conditions:

Scope of work:

M/s. Ethos HR Management & Projects Pvt. Ltd will be responsible to provide the **IT Technical Manpower & Data entry Operator** as per the demand of GIL time to time based on final negotiated commercial terms and conditions.

An indicative list of key domain areas under which the you are expected to provide IT Technical Manpower & Data Entry Operator as given in below table.

Sr. No.	Designations	Year of Experience	Salary (CTC) per month (Excluding Service charge and GST)
1	Software Engineer	1-3	Rs. 18,000/-
2	Senior Software engineer	4-5	Rs. 30,000/-
3	System Analyst	1-3	Rs. 18,000/-
4	Senior System Analyst	4-5	Rs. 30,000/-
5	Database Administrator	1-3	Rs. 20,000/-
6	Senior Database Administrator	4-5	Rs. 35,000/-
7	Project Executive	1-3	Rs. 18,000/-
8	Project Executive	4-6	Rs. 30,000/-
9	Data Entry Operator (Computer Operator)	1-3	Rs. 10,600/-
10	Finance Executive	1-3	Rs.18000/-
		4-6	Rs. 30,000/-
14	Drivers	1-3	Rs. 12,000/-
15	HR Executive	1-2	Rs.18000/-

The detailed description of the various category of manpower to be provided as and when required is attached at **Annexure A** for reference.

➤ **Service Charge details:**

- M/s. Ethos HR Management & Projects Pvt. Ltd will be paid 3.20% Service /Administrative Charge (% of Basic Salary per person per month) (excluding PF + ESIC contribution) on the total invoice value per month for providing outsourced manpower to GIL.
- **5% increment in CTC every year will be provided to resource. Service charge given to the agency would remain same as per initial salary offered to the resource.**
- GST will be charged extra on the total invoice amount, as per applicable terms.
- Payment shall be made within 20 days of the submission of the bill by M/s. Ethos HR Management & Projects Pvt. Ltd, subject to the fulfillment of the following requirements:
 - Certificate from the authorized person on behalf of the Company/Department the presence of the manpower provided by the agency and satisfactory work.
 - The agency has to issue the appointment letter with terms and conditions of the appointment with a copy to GIL.
 - The agency also has to send monthly salary and emoluments, PF, ESIC slips as email to the concerned employee and a copy to GIL.
 - The agency shall have to submit along with the bill, the copy of the attendance register and salary register for having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like P.F. Professional Tax, ESIC contribution, Service Tax/GST etc. in respect of the previous month's payment. If such copies have not been submitted, then the payment of bill will not be made by GIL.
 - However, the agency will have to make payment to the manpower provided within 7 days from the end of the month irrespective of the pending payment from GIL. GIL expects strict compliance of the laws of the land from the agency.
 - The agency shall have to issue salary slips at the time of making payments to the manpower provided mentioning the break-up of salary along with the deductions made.
 - The agency will raise the necessary bill after making payment to the manpower provided and payment of statutory deductions in respect of previous month.
 - Income Tax and other taxes, if applicable will be deducted from the bill.
 - The contract shall be given subject to compliance by the agency of all the laws of the land, including renewal of registration of its license under Bombay Shop & Establishment Act, Contract labour Act etc. and other applicable laws.
 - If the agency expects the amount of the bill by demand draft, the payment will be made after deducting the bank commission.

➤ **Applicable Law:**

- Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

➤ **Sub Contracts:**

- No Sub Contracting shall be allowed for this project.

➤ **Assignments:**

- The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without GIL's prior written consent.

➤ **Performance Assessment:**

- This RFP is for selection of the agency for execution of the assignments from time to time. Not providing adequate resources in time and assigning resources that do not meet the GIL's requirements will be considered as not apt performance and penalty will be levied.

➤ **Suspension:**

- GIL may, by written notice to agency, suspend all payments to the agency hereunder if the agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.
 - Shall specify the nature of failure
 - Shall request the agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the agency of such notice of failure

➤ **Force Majeure:**

- Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of GIL regarding Force Majeure shall be final and binding on the agency.
- If a Force Majeure situation arises, the agency shall promptly notify to GIL in writing, of such conditions and the cause thereof. Unless otherwise directed by GIL in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

➤ **Termination:**

○ **Termination for Default**

The GIL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- a. if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the GIL pursuant or
- b. if the service provider fails to perform any other obligation(s) under the Contract.
- c. If the service provider, in the judgment of the GIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition;"

- d. If the Service Provider fails to conform to the quality requirement laid down.

- In the event the GIL terminates the Contract in whole or in part, GIL may take resources, upon such terms and in such manner as it deems appropriate, similar to those mentioned in bid, and the service provider shall be liable to the GIL for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

○ **Terminations for Insolvency**

GIL may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GIL.

➤ **Taxes and Duties:**

- The agency shall fully familiarize themselves about the applicable Domestic taxes (such as GST, etc.) on amount payable by GIL under the contract. The agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

➤ **Outstanding Dues:**

- Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 18 % shall be recovered on it and the agency shall be fully responsible for that. If the company is compelled to resort to any legal

proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

➤ **Legal Jurisdiction:**

- All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar, Gujarat only.

➤ **Notice:**

- Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

➤ **Other Terms & Conditions :**

- In case of absence of manpower from duties, the Company shall deduct proportionate amounts from the monthly payment due to the agency.
- There shall not be any privities of contract between employees engaged by the agency and the Company. The agency only shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned.
- The agency shall ensure that all the provisions of labour laws are complied with and the company shall not be liable for any breach thereof. The agency shall have to bear all costs and consequences of breach of any labour laws and other applicable legislation and also indemnify the company in case of any breach of liability while discharging its responsibilities. On demand, the agency shall give the copies of various registers maintained by them under various Labour Laws.
- If the Company finds that any of their person/persons employed by the agency is/ are undesirable, immediate steps shall have to be taken by the agency to withdraw such person/persons and to replace with other person/persons as acceptable to the company.
- The agency shall indemnify and keep indemnified the company and its officers, servants and agents from and against all third parties' claims whatsoever including but not limited to property loss damage personal accident injury or death etc.
- The agency shall be solely and exclusively liable for employing persons in execution of the contract given under this Tender. The company shall have no liability whatsoever concerning the agency's employees in any respect.
- Any dispute and / or difference arising out of the work concerning this contract shall be referred to the Managing Director of the company and his/her decision shall be final and binding on the agency.
- Notwithstanding anything contained herein above the company may in its sole discretion terminate the contract given under this Tender without assigning any reasons whatsoever. In such eventualities one month's notice shall be sufficient and the agency shall have no right to get any compensation.
- The agency shall at their own expenses comply with all Labour Laws and keep the company informed in respect thereof. The company shall be entitled to deduct directly from the bills to be paid to the agency and which sum/sums the company is required to pay as the principal employer on account of the agency's default in respect of all liabilities referred to in the above clause.

➤ **Service Level Agreement & Penalty:**

- GIL will provide the details of the opening along with job descriptions and specification to the agency as and when required.
- Agency will carry out initial screening of candidate and ensure that the recommended candidate meets GIL requirements.
- Agency is required to send the suitable profiles of candidates within 15 working days of receipt of request of resources.
- A penalty of Rs.500/-per day will be levied for delay in responding beyond 15 working days. The penalty will be deducted from your monthly bill OR from the PBG/Security deposit submitted for performance of the contract.
- Delay in responding for more than 30 days may attract penal action like termination of contract or forfeiting of PBG.

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- In case of unsatisfactory performance i.e. frequent delay in response for more than Five times, GIL carries all the right to terminate the contract and forfeit the PBG.
 - In case of absenteeism for more than 7 days at a stretch (unauthorized), agency has to depute suitable, equivalent or better replacement.
 - In case of replacement/resign/absence of candidate deployed by agency, there should be minimum 30 days of prior notice period by the agency and 7 days of knowledge transfer with substitute.
 - Allowed leave for per resource per month is 1, in case of absence of manpower from duties, the Company shall deduct proportionate amounts from the monthly payment due to the agency.
 - The agency shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms & conditions. The Penalty amount shall be decided by the Managing Director, GIL shall be binding to the agency. The penalty amount shall be recovered from the Tenderer from the pending amount of the Bills/ security deposit.

➤ **General Terms & Conditions:**

- Agency will carry out regular as well as surprise checks on your personnel on duty to ensure that they are ever alert on duty and present before working hours and working efficiently.
- Agency will also take necessary steps to prevent occurrences of pilferage/thefts.
- In case, the staff provided by agency whose work and conduct is found unsatisfactory, they shall be replaced immediately at no cost to the company. Manpower provided should be rotated quarterly or as & when needed.
- No sub-contracting shall be allowed for this project.

Security Deposit: Agency will have to deposit Rs.30,00,000/- as security deposit within 15 working days the receipt of this letter.

Please note that this work order is applicable to GIL only. You are requested to return the duplicate copy of this letter duly signed and stamped as a token of your acceptance of this contract per return post.

Thanking You,
Yours Faithfully
For, Gujarat Informatics Ltd;


Rakesh Amin
G.M. (Services) & Accounts Officer

**We accept the above terms and conditions of this contract
For, Ethos HR Management & Projects Pvt. Ltd**


Authorized Signatory with Company Seal/Stamp

Name: SUNIL NAIL

Designation: DIRECTOR

Date: 11/8/19



