



AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT (“Agreement”) MADE ON THIS between....., a Public Listed/ Private Ltd Company having their Registered Office located at -hereinafter referred to as the ‘COMPANY’) which expression shall unless repugnant to the context mean and include its successor and assigns of the ONE PART.

AND

M/s. Greenleap Inspirations Consulting Services LLP , a firm having their Registered Office located at 171 A Pocket 4, Mayur Vihar Phase -1 New Delhi 110091, (hereinafter referred to as ‘**GREENLEAP INSPIRATIONS**’) which expression shall, unless, repugnant to the context mean and include its successor and assigns, of the OTHER PART.

Wherever both COMPANY and GREENLEAP INSPIRATIONS are mentioned, they are referred to as **PARTIES**.

WHEREAS the **COMPANY** is engaged in businesses of.....

AND WHEREAS **GREENLEAP INSPIRATIONS** is in the business of professional placement and recruitment/Staffing/Contractual/Backend/Training & Development services of manpower to corporates and other based on representations of **GREENLEAP INSPIRATIONS**, **COMPANY** desires to use the services of **GREENLEAP INSPIRATIONS** on non-exclusive basis and the **GREENLEAP INSPIRATIONS** desires to provide the services to the **COMPANY** for providing manpower recruiting services as are mutually agreed upon in the scope of services.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

TERMS & RENEWAL

1. This Agreement shall be valid from, for a period of 1 calendar year.
2. In the event of the **COMPANY** decides to renew this Agreement on the same terms as embodied it shall communicate the decision - not later than 30 days prior to the date of expiry of this Agreement, to **GREENLEAP INSPIRATIONS**, so that the necessary documents may be executed in which event the Parties to this Agreement shall be governed by such documents for future or further transactions.

GREENLEAP INSPIRATIONS CONSULTING SERVICES LLP
Registered Office:171 A Pocket 4 Mayur Vihar Phase -1, New Delhi 110091
Tel: 9873098900 | 9873098906| Email:shantanu@greenleap.in |

SCOPE OF SERVICES

3. **GREENLEAP INSPIRATIONS** shall provide to the **COMPANY** as well as its subsidiary Business Units / Companies, list of qualified and interested candidates for a primary level screening by the **COMPANY** to determine eligibility of the candidates with reference to the job role and requirement.

COMMERCIALS and TERMS OF PAYMENT

4. The fee for the placement and recruitment services as listed below - on per-candidate basis, referred by **GREENLEAP INSPIRATIONS** and selected by the **COMPANY** by issuance of Letter of Intent or Offer Letter.

Designation of the Profile Placed	Charges
All Profiles	8.33 % of Gross Annual CTC

It is clarified that fees are applicable upon confirmation by the Company that they have received resume from **GREENLEAP INSPIRATIONS** only after joining of the Candidate.

The GST or VAT or any other tax– as applicable at the time of billing, shall be charged extra on the aforesaid fee. It will be duly mentioned in the Invoice to be raised by **GREENLEAP INSPIRATIONS** to the **COMPANY** mentioning the GST Registration number. In the Event of Associate company availing the services of **GREENLEAP INSPIRATIONS**, then **GREENLEAP INSPIRATIONS** hereby agrees that the above Rates are firm for all the Branches of the Company as well as its subsidiary Business Units / Companies located anywhere in India.

5. The **COMPANY and / or its Associate Companies** shall make the payments after completion of **30 Days** from the date of joining of candidate and payment shall be made by the company after deducting the necessary statutory deductions under the law applicable within a total period of 30 Days from the date of receipt of the Invoice by the **Company and/or its Associate companies**.
6. **GREENLEAP INSPIRATIONS** shall be eligible only for Fee for delivering recruitment services rendered as per Clause 4 above and not for any other incidental charges or expenses, taxes etc.
7. Any terms and conditions included in the invoice or any of the documents issued by **GREENLEAP INSPIRATIONS** shall be deemed to be solely for their convenience and no such term and condition shall be binding on **COMPANY**.

COVENANTS, RIGHTS AND OBLIGATIONS OF CONSIUS

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8. Based upon the JD (Job-description) received by **GREENLEAP INSPIRATIONS** from the COMPANY, **and or its Associate Companies** it shall undertake pre-screening of the candidates and their Resume's with reference to the nature of the job-role before sending the same to the **COMPANY and / or its Associate Companies** for primary level screening. Associate Companies means with respect to a party (i) any partnership or joint venture where that party is a general partner, or (ii) any other entity that is controlling, controlled by or under common control with such party.
9. **GREENLEAP INSPIRATIONS** shall co-ordinate with the candidates and the **COMPANY and /or its Associate Companies** for completing the interview & recruitment procedure.
10. **GREENLEAP INSPIRATIONS** shall provide **replacement of the candidate(s)** placed by them in the Company, if any of these candidates leave their employment within 90 calendar days from their date of joining. This period includes the Notice Period as mentioned in their Appointment Letter. In case of failure of **GREENLEAP INSPIRATIONS** to provide replacement within 90 days of leaving original candidate then **GREENLEAP INSPIRATIONS** shall arrange to return recruitment fee/charges paid to **GREENLEAP INSPIRATIONS** to the Company. The Company shall have right to deduct such amount from the amount payable to **GREENLEAP INSPIRATIONS**. In case the candidate(s) leaves prior to payment of recruitment fee/charges and / or completing 30 days then COMPANY shall not be required to pay any recruitment fee/charges.

In a scenario, if for any reason the COMPANY is not satisfied with the free given replacement also across levels, candidate (employee) during this three (3) month period or in the event that the candidate voluntarily terminates employment i.e. resignation within 3 months from date of joining, GREENLEAP INSPIRATIONS shall provide one more free replacement to COMPANY at no additional cost to COMPANY. As mentioned, this is applicable across levels (Junior / Middle / Senior level).

However, in case of non – replacement, the entire fees paid for that candidature shall immediately be returned to the COMPANY by the GREENLEAP INSPIRATIONS.

11. **GREENLEAP INSPIRATIONS** shall be eligible for receiving placement-&-recruitment fee – as mentioned in Clause No. 4, in respect of those candidates who are short-listed upto the date of termination of this Agreement and who have been subsequently offered employment by the **COMPANY and/or its Associate Companies** within 2 months from the date of termination of the Agreement provided Company has confirmed earlier that they have received resume from **GREENLEAP INSPIRATIONS** only.
12. In respect of candidates joining the **COMPANY and/or its Associate Companies** after the date of termination of Agreement, the **COMPANY and /or its Associate Companies** shall release the payment to the **GREENLEAP INSPIRATIONS** within 60 calendar days of the candidate joining the Company provided Company has confirmed earlier that they have received resume from **GREENLEAP INSPIRATIONS** only.

13. GREENLEAP INSPIRATIONS undertakes to bound themselves by Clause 9 and same shall be fulfilled by GREENLEAP INSPIRATIONS for all candidates irrespective of term and termination of this Agreement.

OBLIGATIONS OF GREENLEAP INSPIRATIONS

- GREENLEAP INSPIRATIONS** shall provide the **COMPANY and /or its Associate Companies** with all relevant information about the candidates e.g. profile of their earlier Company, nature and profile of the jobs handled, and their skills & competencies. Based upon inputs like JD, budget, role-&-responsibilities, aptitude required as well as Company Profile etc. – to be provided by the COMPANY, **GREENLEAP INSPIRATIONS** shall also pass on the same to the prospective candidates.
14. **GREENLEAP INSPIRATIONS** shall provide the **COMPANY and/or its Associate Companies** with preliminary review of qualification & eligibility of candidates as mentioned in Clause 12 above and short-list them for further screening.
 15. If **Greenleap Inspirations** searches and submits a profile and the same is available with **Company and/or its Associate companies** either in its own database or received from an external Consultant, then in that case the Company and /or its Associate Companies undertakes to notify **Greenleap Inspirations** within 7 (seven) working Days. Such candidates shall not be treated as a candidates introduced by **Greenleap Inspirations**.
 16. **Greenleap Inspirations** shared resumes will be valid for a period of 6(six) months from the date of submission of the resumes by **Greenleap Inspirations to Company and/or its Associate Companies**. This shall not be applicable if such resume is available with Company either in its own database and / or shared by other consultant.
 17. **GREENLEAP INSPIRATIONS** shall conduct reference checking through formal or informal network and the same shall be documented and submitted to COMPANY, before the COMPANY issues the offer to the Candidate. **GREENLEAP INSPIRATIONS** shall provide the reference check report for free of cost to the COMPANY. **GREENLEAP INSPIRATIONS** shall be liable for any untrue statements or misrepresentations made by any candidate or for the accuracy, currency or completeness of information provided by a candidate or a third party or for the suitability of the candidate or any conclusions made as a result of such information.

TERMINATIONS

18. Either party shall be entitled to terminate this contract by giving one (1) calendar month notice - in advance, in writing, without assigning any reason thereof.

SETTLEMENT OF DISPUTES

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19. This Agreement shall be governed by and construed in all respects in accordance with the laws in India. The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent courts in Mumbai with regard to any question or matter arising out of this Agreement and any other documents that may be executed by parties hereto or any of them in pursuance thereof or arising there from.

GENERAL

20. Relationship: Neither Party shall be constituted as the agent, employee or legal representative of the other for any purpose whatsoever.
21. *Force de Majeure*: Neither party shall be liable for any loss, damage or penalty arising from any delays that occur due to embargoes, blockades, legal restrictions, governmental regulations, riots, insurrections fire, flood, accidents, War (declared or undeclared), or any cause beyond the reasonable control of the Parties.
22. Notice: All Notices shall be sent to each Party on their respective Correspondence addresses set forth in the Agreement or to any other place expressly authorized by either party in respect thereof.
23. Non Solicitation: At any given point **Greenleap Inspirations** shall not approach any of **Company or / or its Associate Companies** employees including placed through **GREENLEAP INSPIRATIONS** for another job opportunity or any potential recruitment opportunities for long as this Agreement is valid and for a period of 12(twelve) months after termination/separation.
24. Indemnification : **GREENLEAP INSPIRATION** shall indemnify and hold the Company and/or its Associate companies, its Directors, Officers, and representatives harmless against all such claims that may be attributable to the non-performance, negligence or willful default of **GREENLEAP INSPIRATIONS** in carrying out the scope of services, covenants and obligations by **GREENLEAP INSPIRATIONS** under this agreement. This indemnification shall survive the termination of this Agreement also.
25. Confidentiality :**GREENLEAP INSPIRATIONS** shall keep confidential and not, directly or indirectly, divulge or disclose to any person except as authorized or required by its duties, or by law, any term in this Agreement or any information acquired by it in the course of the recruitment process or otherwise in its performance of this Agreement. If any permission is given for the disclosure of any confidential information disclosed hereunder to a third party or parties, the **GREENLEAP INSPIRATIONS** shall ensure that the third party or parties are bound by obligations to maintain the confidentiality of such information which are the same as, or equivalent to, those set out herein.
26. Assignment: None of the rights granted hereby shall be assigned by either party to any other person except with the prior written consent of the other party.

27. Severability: If any provisions of this Agreement are held to be unenforceable, such holding will not affect the validity of other provisions of this Agreement.
28. Any amendments to this Agreement shall be with mutual consent of the parties and shall be in writing and shall be signed by both parties to this Agreement.

IN WITNESS WHEREOF THIS AGREEMENT has been executed between the parties on the day, date and year first above written.

FOR PDS LIMITED

**For GREENLEAP INSPIRATIONS
CONSULTING SERVICES LLP**



Authorized Signatory

Authorized Signatory

Witness:

Witness:

1.

1.

2.

2.