



**Grazing Minds
Research & Consulting**

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DRAFT Placement Services Agreement

Standard Terms and Conditions

This Agreement ("Agreement") is made and entered into at "Mumbai" on this XXth Day of May, 2022 between _____ (client) and Grazing Minds Research And Consulting LLP (Service Provider).

Both "Client" and "Service Provider" are collectively referred to as "Parties" and individually as "Party".

WHEREAS "Service Provider" is in the business of providing human resources related solutions and services to its clients and "Client" has agreed to avail the services of "Service Provider" for its business and "Service Provider" has agreed to provide its services to "Client" upon the terms and conditions as set forth hereinafter.

AND WHEREAS the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by Grazing Minds.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:

1. Both the parties would not create any liability of financial or any other type for the counter party and would avoid any default on their part. It would be endeavoured by both the parties that the terms of Agreement are complied with in totality so that business interests of both the parties are protected.
2. This Agreement shall be effective from the date of signing and will be valid till the termination of the same. During the term of this Agreement, either party can terminate it by providing a written notice of at least Thirty (30) days provided that the Notice of Termination shall be issued by an Authorized Person from either party and not by the person holding any lower Designation who signs the Agreement.
3. Grazing Minds will engage the required numbers of trained, skilled and experienced technician(s)/personnel(s) to diligently perform the services as mentioned under this agreement for "Client".
4. "Client" shall pay to Grazing Minds upon the selection of the candidate recommended by Grazing Minds for its services in the manner defined herein below :
 - a. Up to the Annual CTC of INR 10 Lakhs - 6% of CTC + GST as applicable
 - b. Annual CTC of INR 10 Lakhs to INR 18 Lakhs - 8% of CTC + GST as applicable
 - c. Annual CTC above INR 18 Lakhs - 10% of CTC + GST as applicable

5. Final Invoice would be raised on the day of the candidate joining duty and the same is payable within Thirty (30) working days from the date of receipt of the undisputed invoice from Grazing Minds. The payment shall be subject to deduction of TDS as applicable under Income Tax laws from time to time and shall be paid through NEFT/RTGS/CHEQUE in favour of "Grazing Minds Research And Consulting LLP". The detailed scope of the services relating to this present agreement is mentioned and included in "Annexure- A" and will form the part of this agreement.
6. In case the selected candidate resigns from "Client" before completing Ninety (90) Days from his/her date of joining, Grazing Minds will stand liable to provide replacement for such candidate/candidate's or refund the entire recruitment fees paid by "Client" for the said candidate or Grazing Minds can adjust the recruitment fees for such candidate/candidate's with next invoice. For any reason (such as not fit for the position, discipline, growth benefit, leave and others) if selected candidate/ candidates resign post Ninety (90) Days, "Client" should liable to make the payment to Grazing Minds.
7. Grazing Minds on its own behalf and on behalf of its staff(s)/personnel(s) agrees that it will hold in trust and confidence all Confidential Information of "Client" and will not disclose to others, directly or indirectly. Grazing Minds if required also agrees to enter into a Non-Disclosure Agreement with "Client".
8. Grazing Minds hereby represents and warrants the "Client" that Grazing Minds has the right, authority and power to enter into this Agreement and all the required valid license, approvals, No-objections, permissions and such other statutory requirements as may be required to perform its obligations here-under. "Client" hereby represents and warrants to Grazing Minds that "Client" has the right, authority and power to enter into this Agreement, perform its obligations here-under.
9. All communications or notices permitted or required to be given or served under this Agreement shall be in writing, shall be addressed to the parties at the party's address as set forth above, and shall be deemed to have been duly given or served if delivered in person or through courier or postal department or through email.
10. Grazing Minds agrees that it will not recruit, cause to be recruited, place, seek to place, or help to place at another company, any employee of "Client" or any of its subsidiaries during the term of this agreement who was a candidate under this Agreement, and for One (01) year following the termination of this agreement.
11. Any dispute and or difference arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions then the matter will be referred for adjudication to the arbitration of a person mutually appointed by the parties in accordance with the Arbitration & Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on the parties. The judicial proceeding shall be in English Language. The arbitration shall be at a place as mutually decided by both the Parties
12. This agreement shall be governed and interpreted in accordance to the laws of India and the Courts at Mumbai only shall have exclusive jurisdiction in all matters arising out of this Agreement.

ANNEXTURE A

SCOPE OF WORK / SERVICES :

Obligations of “Service Provider”:

1. “Service Provider” shall receive and record the requirements of the “Client” and ensure its accuracy.
2. “Service Provider” shall identify suitable, potential Candidates as per specification of the “Client” and supply the Bio-data of the said candidates to the “Client”.
3. “Service Provider” shall be responsible for ensuring that specific and correct information is given to the Potential Candidates about the “Client”.
4. “Service Provider” shall raise invoice on receive joining confirmation from “Client”.
5. “Service Provider” shall play the role of a Coordinator between the “Client” and Potential Candidates in fixing the Venue, time and such other matters relating to Interview and recruitment process, till a prospective Candidate joins the service of the “Client”.

Obligations of “Client”:

1. “Client” shall provide brief and comprehensive description of the requirements expected from a Potential Candidate for its job profile which includes the Qualification, Experience, CTC etc, for enabling the “Service Provider” to effectively perform its obligations under this Agreement.
2. If “Client” has considered or in possession of Resume of a Potential Candidate and if Service Provider forwards the same to the “Client”, then “Client” shall intimate the same to “Service Provider” within Seven(07) days of receiving such Resume.
3. “Client” shall exercise abundant care and caution while dealing with the Resume provided by “Service Provider” so that the same may not be misused.
4. “Client” shall intimate and provide the Copy of the Appointment Letter to “Service Provider” within Seven days of appointing a potential candidate, if the Candidate is nominated by “Service Provider”.

Obligations of Both The Parties:

1. If a candidate is appointed by “Client” for a position other than that position for which the Candidate is nominated by the “Service Provider” then the terms of this Agreement shall be deemed to be applicable to the post to which the Candidate is appointed.
2. “Service Provider” shall not be liable for any inadequacies and inaccuracies for the information provided by the “Client” to the “Service Provider” and understood by the Potential Candidate.
3. “Client” shall be the sole & ultimate deciding authority for the recruitment of potential candidates nominated by the “Service Provider”.