

Appointment letter for District Level Entrepreneur

1. Terms and Conditions

- a. The work in accordance with the Scope of Work specified hereunder should be started immediately with due care from the date of acknowledgement and the project assign to DLE's of the acceptance of this appointment.
- b. DLE's must be medically fit to work at the site, maintain good hygiene and trained to follow all the norms as per the standard safety policies.
- c. DLE's must possess good conduct and discipline.
- d. DLE's must be above the legal age of 18 years.
- e. DLE's must not have any criminal record and have a valid identification cum residence proof issued by the concerned government department.
- f. The DLE's shall also maintain the communication equipment like telephones, mobile phones, etc. for the purpose of interacting with M/s ETS Networks Private Limited.

2. Scope of Work

- a. The SOP will be based on the project requirement.

3. Security Deposit:

The DLE's will submit two (2) signed blank cheques as security with our Company for a period of Two Years from the date of installation and the same can be realized as per the decision of ETS NETWORKS.

4. Completion Schedule:

The entire work shall be completed and handed over to the ultimate client within a period, as specified in the work order issued and as directed by Project Manager In charge of ETS NETWORKS time to time. Delay in Completion against required period shall attract LD as per clause 24.

5. Quantity Variation:

Work order shall be provided on a Unit Rate/ Lum sum basis by ETS NETWORKS. DLE's rates will remain firm for any variation in quantity, till the completion of contract. Such variations will be accounted for on the basis of the unit rates quoted by the DLE's and the final price will be arrived at accordingly.

6. Sub-Contracting:

It is a condition of the contract that all the labor and staff required for the execution of the work shall be engaged by you directly. You shall not engage any labor supplier or subject the work either in full or in part to any other agencies. We reserve the right to cancel the order in the event of Sub-Contracting.

7. **Indemnity Bond:**

You shall furnish us with the necessary indemnity bond towards the materials issued to you by us for use in the works and for its safe keeping, reconciliation, and proper utilization at site.

8. **Security:**

DLE's shall make adequate security arrangements for the material supplied to him till the same is handed over to the Client. Any loss/damage to the material while in his custody due to carelessness, negligence of DLE's DLE's or of other agencies or by theft, etc. shall be recovered from DLE's bills.

9. **Social Accountability:**

- The DLE's is required to adopt the provisions of Labour Law by not engaging in any child labour/ forced labour.
- The DLE's shall ensure a regular health checkup of the contract labour.
- Safety training would be given by the DLE's to the labour deployed.
- Evidence of the age of each labour deployed shall be made available by the DLE's.
- DLE's shall take full responsibility for HEALTH & SAFETY of his employees during all site operations & methods of construction in accordance with expected risks.
- DLE's shall ensure that all work is done without causing any damage to the environment & should strive to contribute to the betterment of the environment.

10. **Idle Labour:**

No Compensation whatsoever for idle labour is payable to the DLE's for any reasons like non-availability of site, material, local disturbances, etc. DLE's shall however discuss the issue with Purchaser's Site In charge and increase or decrease manpower as per planning and mutual appointment.

11. **Site Representative:**

DLE's authorized, experienced, and competent representative having sufficient authority to carry out the Purchaser's site In Charge's instructions and to take day-to-day decisions so that the work progress is not affected in any way, shall always be available at site. The DLE's shall provide him with sufficient resources.

12. **Labour Demands:**

It will be the DLE's responsibility to meet all demands / trade union activities etc. of his DLE's and all liabilities will be DLE's account. Any Labour problems will in DLE's responsibility.

13. Workmanship:

You shall carry out the scope of work in a workmen like manner and work as per the standards applicable for your work. Where no standards are implicated, work shall be carried out as applicable engineering practices.

In case of bad workmanship, any rectifications/ repairs required to be carried out to such work shall be carried out by you at your cost.

14. Guarantee/ Warranty:

The works executed by the DLE's shall be guaranteed for 12 months from the date of handing over to our Client against defective installation and poor workmanship. DLE's will also carry out repairs/ replacement of the installed equipment for any defects that may develop due to the above or any other reasons during the guarantee period without any extra claims whatsoever. Guarantee period obligations are included in DLE's rates. DLE's shall maintain necessary labour and material to discharge obligations under the guarantee of 12 month. In case any defect is observed within guarantee period, the same should be made good by you within period of three days without any extra charges to ETS NETWORKS/KLK. In case of your failure to do so within seven days of communication, ETS NETWORKS shall make good the defective work and recover the expenses from DLE's Bill.

15. Termination:

Upon the occurrence and / or continuation of any default in scope of work or Timelines by DLE's under this appointment, we shall be within its right to terminate this Appointment.

16. Regulatory & IPR Rights:

The DLE's shall be responsible to observe and comply with the provisions of all law, statutes, rules and regulation in relation to the work order at its own cost & risk. The DLE's shall not pass on, disclose, divulge, or part with in any manner whatsoever with the intellectual property rights including trademark, copy rights, patent designs, circuits layouts, information etc. in any manner whatsoever to any competitors or any persons.

17. Acceptance:

Please send us a duplicate copy of the work order duly stamped & signed by you as a token of your acceptance for our records. No amendments in the order shall be binding unless agreed to in writing for such amendment by both the parties. We request you to please send your acceptance as soon as possible so that the work can be started immediately.

18. **Jurisdiction:**

Appointment shall be governed by the laws of India and the courts at New Delhi.

IN WITNESS WHEREOF, the DLE's has hereunto set his hand, and the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

ETS Networks Private Limited.

District Level Engineer

Witness:

- 1.
- 2.