



महाराष्ट्र MAHARASHTRA

○ 2021 ○



AGREEMENT

This agreement is made and executed on 27th day of April of year 2022

BETWEEN

M/s Anand I-Power Limited, a Company incorporated under Indian companies act, 1913, and having its registered office at 20 MIDC Estate, Satpur, Nashik - 422007 (hereinafter referred as "Company")

AND

M/S SAM CONSULTECH occupation Contractor, a proprietary firm registered under the Directorate of Industries as SSI unit having it's registered office at **2, Mansi Apartments, Gurudwara Road, Near Labour Court, Nashik-1** engaged in providing certain support services to and interested in providing it to the second party (hereinafter referred to as the "Contractor" which includes its office bearers /all partners / all directors, successors and assigns).

And whereas the Contractor is engaged in providing various services by engaging necessary manpower of his own. Approached the Company to undertake the job work of the Company in the area of Parco, chrome Plating ETP & STP Operation.

And whereas the parties held the discussion and thereafter the Company agreed to engage the Contractor to provide the services more specifically narrated herein under and / or in the schedule to this agreement on the terms and conditions stipulated herein under.

THE TERMS AND CONDITIONS OF THE AGREEMENT

It is agreed by and between the parties as under:

1. The Contractor shall undertake to carry out activities of Parco & Plating ETP, STP Operation, Scrubber Operation, Coolant management & Oil filtration Plant on job work basis as has been narrated more specifically in scope of work / area of work in the Annexure "A" & "B" annexed to this agreement. A specific job order shall be given in the respect of each job with all the details.
2. The Contractor shall collect all relevant information, instructions from the officer or person nominated by the Company.
3. The Contractor, if provided with any basic equipment and material to provide services, shall return the same to the Company after completion of job or termination of agreement. The list of which shall be mentioned in specific job order.
4. The Contractor shall submit details of job carried out at the end of each job and also along with the bill. The job completed must be certified by Certifying Authority of Company.
5. The Contractor shall complete the work as per specific requirements and to the full satisfaction of the Company and its customers.
6. The Contractor shall attend to all the complaints of the Company or its customers in respect of work carried out by him.
7. In Consideration of these services the Company shall pay the Contractor on volume of work on job-to-job basis, it shall be mentioned in job order.
8. The Contractor shall understand fully the obligations and risks involved in the activity. The Contractor undertakes to comply with all the norms of safety and ensure safety with precaution and proper instructions to labour. The Contractor shall be solely responsible for any mishap, damage, loss due to work of its personnel / staff and shall indemnify the Company

against all the consequences arising out of such services due to negligence of his personnel / staff.

9. The Contractor shall be responsible to ensure proper & effective compliance of all statutory provisions relating to the activity of the Company, also getting permissions from Govt. authorities wherever necessary. The Contractor shall be responsible for the safety of his workmen and should follow all rules and regulations pertaining thereto. In case for any damage to the property or persons, the Contractor shall be responsible and shall take out necessary personnel insurance policies for this purpose. Contractor should indemnify the Company for any claims arising from the above.
10. The Contractor warrants that he has complied with and agrees to comply with all the necessary statutory requirements including the obtaining of necessary license under the Contract Labour (R&A) Act, 1970 etc. as applicable to its business for providing the said services. He shall also comply with the provisions of Minimum Wages Act, 1948, Payment of Bonus Act, 1965, The Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act, 1948 or the provisions of the Workmen Compensation Act, 1923 as may be applicable and the provisions / obligations made by Local Authorities like Municipal Corporation etc. and such other acts, rules and regulations as may be applicable from time to time to the Contractor.

The Company shall not be responsible for any breach or violation of contract or legal obligation thereof by the Contractor. The Contractor hereby agrees to indemnify and keep indemnified the Company against any claim, loss, damages, cost, charges, or expenses incurred or suffered by the Company on account of breach or violation of the necessary statutory requirements. The Contractor expressly agrees to abide by all the labour laws including appropriate payment of wages / salary to its workman / employees as per Minimum payment of Wages Act, 1948 as may be prescribed from time to time.

11. The information regarding the compliances under various Statutory provisions with copies of the necessary documents, challans, returns, amount paid to the workmen ESIC, PF etc. shall be submitted by the Contractor to the Company in prescribed form, every month and whenever required as and when called for.
12. This Agreement is made between the Company and Contractor on the principle of Contract between Employer and Employer. Effectively, the contract labours engaged by the Contractor will be his employees only and there will not be any employer – employee relationship between Company and Contractors' labour. The workmen engaged by the Contractor shall not have any right / claim over the various facilities enjoyed by the Company staff members or workmen employed by the Company.

13. All the workmen employed by the Contractor shall be above 18 years of age and medically fit and must have highest standards of honesty and discipline. In case the Company is not satisfied by the services of any workmen of contractor, Contractor shall replace the workmen. A complete list of workmen engaged by the Contractor together with the detailed bio-data and latest photograph should be submitted to the Company by the Contractor.
14. The workmen of the Contractor, shall be the sole liability of the Contractor and the Company shall be indemnified by the Contractor against any liability such as termination, legal dues etc. The Company also reserves the right to deduct the fine, dues, damages, compensation that may be claimed by the workman of the Contractor through any agency, authority etc. The workmen of the Contractor shall in no way have any claims of direct employment with the Company.
15. In case the lapse on part of the workman of the Contractor, the Contractor shall take proper action against such workmen. In case the Contractor fails to take any action against the defaulter, the Company reserves its right to take any suitable / legal action against the Contractor.
16. Terms of Payment: -
- a) The company shall pay to the contractor for providing the services as mentioned in Annexure "A" & "B" on monthly basis.
 - b) The Payment shall be made by the Company after the receipt of bill duly approved by Accounts / officer in charge of the Company.
 - c) While making payment of the service charges, the Company shall make the following deductions:
 - I. The income tax deduction at source as per the government regulations.
 - II. The amount equivalent to any damage / loss etc. done by the workmen employed by the Contractor to carry on the job of the Company.
 - III. Any other charges, fines, penalties and such other deductions.
 - IV. Security deposit amount, if any
 - d) The rates quoted in the quotations shall be exclusive of all taxes and duties or other levies levied by the Central Government, State Government or any local authorities. The rates shall be subjected to change for one year and shall be subject to any variations due to increase in statutory dues or, labour wages, or any other conditions what so ever.

17. Any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decisions of the Manager – In – Charge / such other Manager, Officer who have been authorized by the Company, shall be final and binding on the Contractor.

In case of any issues to be raised for arbitration, the arbitration proceeding shall be carried in accordance with provisions of Arbitration & Conciliation Act, 1996 and the place of Arbitration shall be at Nashik.
18. This agreement shall be initially for the period of **01/04/2022 to 31/03/2023**.
19. The Company however shall be within its right to terminate this agreement without notice or compensation for breach of any of the terms and conditions of this agreement especially being a service establishment.
20. The parties are at liberty to voluntarily terminate this agreement by giving one month's notice to other side or compensation equivalent to average one month's billing.
21. ETP-Parco plant & oil filtration plant i.e 3 operators in three shifts for twenty eight days, If no operation in third shift at oil filtration plant, operator will work in chrome ETP. 0.5 operator for STP operation & coolant management system for ring plant. 1.5 general shift operator of chrome ETP will also look after the STP plant operation in their respective shift. One operator in general shift 28 days in casting plant for daily operation.
22. Operator's will maintained the records of Treated/Untreated in the log book, Consumption of treatment chemicals, Consumption of Electricity Etc.
23. The Contractor will suggest minor/major modification if required system to reduce the overall pollution control loads of both ETP & STP to achieve analysis results within the consent prescribed standards.
24. The Contractor will submit monthly report with weekly visit for checking the documents & ensuring all plants are running with proper standard.
25. AMC cost does not include any sample analysis charges for treated & untreated effluent samples.
26. As per min wages acts the monthly charges shall change time to time as per Minimum wages Acts (Two times in Year)
27. Company shall provide one casual for handling, if required at site

ANNEXURE 'A'

This Annexure 'A' is an integral part of the agreement made between M/S. Anand I-Power Limited & Contractor on dated 27/04/2022 for **Ring Plant**.

The contract is for expert services for operation of Parco Plant ETP & Oil filtration, Chrome Plating ETP & Resin filter & Scrubber Operation, Sewage Treatment Plant (STP), Scrubber Operations monitoring & Water base Coolant Management and Oil filtration Sludge handling & Management, Parco plant tank cleaning ZLD operations as per terms & conditions below: -

1. You will regularly operate Parco ETP, Chrome Plating ETP, STP and Oil Filtration Plant & all 03 scrubbers (i.e. Caustic -01 & chrome plating scrubber- 02 nos.)
 - a. Chrome ETP : General Shifts- 1.5 Operators
 - b. STP & Coolant management : General Shift- 0.5 Operator
 - c. Oil Filtration Plant & Parco ETP : 1st, 2nd & 3rd - 03 Operators
2. In case, your services are found unsatisfactory, it will be liable for suitable deductions.
3. In order to provide your expert services, you can visit the factory whenever required and ensure the satisfactory results.
4. You shall be paid total Rs. 1,13,680/- per month for operating the Chrome ETP, Resin Filter, Parco ETP, STP, Oil Filtration Plant and Coolant management studies & Scrubber operations monitoring, Oil filtration Sludge handling & Management, Parco plant tank cleaning etc. as mentioned above with total 06 (Six) operators.
5. You shall be paid Rs. 88/- per hour extra for extra operating charges other than scope
6. You shall be paid Rs. 7000/- for compliance Environmental Statement I: e form -5 for both plants for the financial year 21-22
7. In this scrubber operation you will take care of working of scrubber & Collecting the reclaim solution.
8. For water based coolant management services your person shall take regular readings of Refractive Index (RI) & pH of the coolant on daily basis.
9. You shall be paid Rs.1800/- for loading/unloading Sludge in outside Container.
10. The total charges for Parco Plant ETP & Chrome Plating ETP, Sewage Treatment Plant (STP), Scrubber Operations monitoring and Oil Filtration Plant & Water base Coolant Management studies will be paid with effect from **April 2022**.
11. Your employee will use hand gloves / Goggle etc, required safety equipment while handling any chemicals.
12. You will maintain our environment in good condition while working. Service tax will be extra in above billing.
13. The charges mentioned in point 4 shall vary subject to changes in the Minimum Wages Act from time to time.
14. You will ensure that the discharge samples of Parco ETP, Chrome ETP & STP is within specified limits of Consent Letter of MPCB.
15. Service Margin should be paid 17%

ANNEXURE 'B'

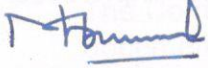
This Annexure 'B' is an integral part of the agreement made between M/S. Anand I-Power Limited & Contractor on dated 27/04/2022 for **Casting Plant**. The contract is for expert services at Sewage Treatment Plant (STP) & ETP as per terms and conditions below: -

1. You will regularly operate STP & ETP on daily basis in General Shift.
2. In case, your services are found unsatisfactory, it will be liable for suitable Deductions.
3. In order to provide your expert services, you can visit the factory whenever Required and ensure the satisfactory results.
4. You will get Rs.19,364/- per month for operating the STP & ETP in one shifts.
5. The total charges for Sewage Treatment Plant (STP) & ETP will be paid with effect from April 2022.
6. Your employee will use hand gloves / Goggle etc, required safety Equipment's while handling any chemicals.
7. You will maintain our environment in good condition while working.
8. Service tax will be extra in above billing.
9. You will ensure that the discharge samples of STP & ETP are within Specified limits of Consent letter of MPCB.
10. The charges mentioned in the point 4 shall vary subject to changes in the Minimum Wages Act from time to time.

NOTE: - The above calculation is correct as per prevailing rates of minimum wages, though above cal. is for four person's man days, monthly bill will be based on actual requirement & utilized man days

The parties affix their signature on this day of



For, ANAND I-Power Limited


Mr. Mayur Bumb
VP & COO


Place: Nashik.
Date: 09/05/22

Mr. Basavaraj Kolkur :-

Mr. Rahul Dani:-

For, SAM CONSULTECH


Mr. S.S. Patwa
Proprietor

SAM CONSULTECH										
AMC Cost Break Up for Period April-22 to March-23 for M/s. Anand I Power Ltd. (Rings & Casting Div.)										
Sr. No.	Description .	STP-Rings		ETP Chrome-		Oil Filter Plant & Parco-		Casting Plant STP&ETP		Total
		Rate / day/No.	Total	Rate / day / No.	Total	Rate / day / No.	Total	Rate/ day/No.	Total	
	Wages for Semi Skilled For the period Jan-22 to June-22)	490.62	490.62	490.62	490.62	490.62	490.62	490.62	490.62	490.62
1	Total days in a month	26.00		26.00		26.00		26.00		26.00
2	Monthly Basic Wages for One Semiskilled Operator.		12756.12		12756.12		12756.12		12756.12	12756.12
3	PF @ 13.00 % on Basic				1658.30		1658.30		1658.30	1658.30
4	ESIC @ 3.25 on Basic+HRA@ 5%				435.30		435.30		435.30	435.30
5	HRA @ 5% on Basic				637.81		637.81		637.81	637.81
6	Bonus @ 8.33%				1062.58		1062.58		1062.58	1062.58
7	Total :-	26.00	16550.11	26.00	16550.11	26.00	16550.11	26.00	16550.11	16550.11
8	Total Wages for SemiSkilled Person No & Total days working (Avg.)-26 Days	1.00/26 Days	16550.11	1.00/26 Days	16550.11	3.00/78Days	49650.33	1.00/28 Days	16550.11	16550.11
9	Total Salary of Semiskilled Operator 5 Nos.						82751			16550
11	Scrubber Operation, Resin filter Operation & ZLD Operation		3 Nos.				4000			0
12	Oil Filtration Sludge Handling & Mangement						0			0
13	Environmental Services									0
14	Coolant Management									0
15	Service Margin									2814
16	Total AMC Cost / Month for Rings & Casting Plant (Rs.) for the Period 22-23						113680			19364

Note :- GST@ 18.00% As per Gov. Notification .
FOR SAM CONSULTECH,
SURESH WAKODE.
(Service Engineer.)

Note → The above calculation is correct as per prevailing rates & minimum wages monthly BRU will be based on actual requirement & utilized mandays

Suresh Wakode