

Whereas the said Company is in the business of manufacture of Aluminum brazed Heat Exchangers as per orders and specification of various parties and whereas the said Company is desirous of entrusting the independent Contract of providing Casual Labour at S. No. 235/245, Village-Hinjewadi, Tal-Mulshi, Dist-Pune-411057.

And whereas the said Contractor having expertise and specialization in supplying manpower herein after referred to and called as the **said Contract works** and the said Contractor is willing and ready to extend the said Contract works of an independent Contractor on the following terms and conditions.

NOW THEREFORE THESE PRESENTS WITNESSETH AS FOLLOWS:

1. This Agreement shall be effective from April 1, 2019 (01.04.2019) for a period of one year and will automatically terminate on March 31, 2020 (31.03.2020), without the necessity of serving the Notice of termination. This Agreement can however be extended beyond March 31, 2020 with the consent of both the parties hereto in writing.
2. The said Contractor has hereby agreed to provide to the said contract works of Casual Labour as set out and at the rates specified more particularly in **Annexure 1**.
3. The said Contractor shall provide the said Contract works as specified hereinafter by deploying his own employees at the premises of the said Company during working hours on all the working days of the week. The said Contractor shall provide all services as may be necessary for providing effective and efficient casual labour under this Agreement.
4. It has been agreed and declared by and between the parties that it shall be the sole responsibility of the Contractor to employ its own manpower for the purpose of providing the said contract works to the said Company. It has further been agreed by and between the parties that for all legal and other purposes, the said Contractor shall be the employer of the manpower employed by the said Contractor for rendering the above services and the said Company shall in no case be an employer of any such person or persons employed by the said Contractor for providing the contract works to the said Company under this Agreement.
5. The said Contractor shall ensure that he deploys sufficient manpower for the purpose of providing contract works to the said Company, failing that the said Company shall be at liberty to utilize such services from other available sources and such expenses shall be borne by the said Contractor. The said Company shall be entitled to recover such expenditure by deduction from the next payment due to be made to the said Contractor.
6. The said Contractor shall submit to the said Company on 28th day of every month his bills in respect of the contract works services rendered during the month viz. 26th of previous month to 25th of current month in terms of the Schedule written hereunder for scrutiny and verification. After the process of scrutiny and verification is over to the satisfaction of the said Company, the said Company will make payment thereof by means of crossed- cheque or draft or RTGS on or before 7th day of every month.
7. The parties hereto have agreed and do place on record that it shall be the sole responsibility and liability of the said Contractor to carry out the obligations arising out of various labour laws such as
 - > The Payment of Wages Act, 1936
 - > The Minimum Wages Act, 1948
 - > The Factories Act, 1948
 - > The Employees' State Insurance Act, 1948
 - > The Bombay Labour Welfare Funds Act, 1953
 - > The Employees Provident Funds (Misc.Provisions) Act, 1952
 - > The Payment of Bonus Act, 1965
 - > The Contract Labour (Regulation and Abolition) Act, 1970
 - > The Payment of Gratuity Act, 1972
 - > The Industrial Employment (Standing Order) Act, 1946
 - > The Employment Exchange (C.N. of Vacancies) Act, 1959
 - > The Equal Remuneration Act, 1976
 - > The Child Labour (Prohibition & Regulation) Act, 1986
 - > The Profession Tax
 - > Other State specific legislations as may be applicable in concerned state.



FOR VOUCHER ENTRIES
Proprietor
[Signature]

And such other relevant enactments as are in force from time to time as may be applicable in respect of the contract works services provided.

8. The said Company shall be at liberty to recover the amounts required to be paid by it in connection with contributions, employer's and employees' by way of provident fund under the provisions of The EPF (MP) Act, 1952 and / or The ESI Act, 1948 in respect of an employee or employees employed by the said Contractor, either by way of deduction from any amount payable to the said Contractor by the said Company under this or any other Agreement or as a debt payable by the said Contractor, if it is applicable in respect of this contract. It is further agreed that an amount equal to 30% of the Contract value shall be retained by the Company to be released only on certification of compliance of all statutory payments by Independent Contractor.
9. The said firm being an independent entity registered under Contract labour Act and ESI & Provident Fund Act with independent registrations & code numbers so there is no relationship of Principle Employer between company & contractor or his contract labours. Hence the contractor will be sole responsible for entire statutory compliance applicable viz Licensing, remittance of statutory dues & monthly, quarterly, half yearly, yearly compliance, maintaining entire records & correspondence, documents, attend statutory, internal & external audits by various concerned authorities as well remittance of dues post inspection along with interest, penalty, damages if any as directed by the authorities under the various applicable laws / acts from time to time & produce needful documents, compliance of records including attending government authorities for various reasons in this regard as & when required. At any point of time contractor will not at all held company responsible for any delay, deviation, penalty or any such communication / action imposed against concerned contractor by any government authority. For any delay / deviation / failure to comply with applicable labour laws viz remittance of monthly contributions of ESI / PF, submission of any documents/forms/ returns etc. for each such delayed/ failure incidence Rs. 25000/- (Rs. Twenty Five thousand only) will be debited to contractor as non refundable fine. On 3rd such occasion management can take decision to discontinue the contract. Also In receipt of any notice by government authority in which if concerned govt dept directed company to pay any damage, penalty, pending dues, interest etc. for which delay / failure by contractor, the said shall be recovered from the contractor's current bill and remittance will be made to concern government agency. Contractor or his contract labours shall not raise any issue /dispute in this regard.
10. The said Contractor has assured and does hereby undertake to execute the said Contract Works effectively and efficiently with due diligence and care to the fullest satisfaction of the said Company and that the said Contractor shall ensure that the manpower deployed by him for the said work in the said Company are above ages of 18 years, clean, appropriate uniform in conformity with the nature of work to be performed.
11. The said Contractor shall at all time ensure that the workmen / employees employed / deployed by him to carry out the said Contract works in the said Company observe strict discipline, behave courteously and properly, act diligently and faithfully. In case any employee of the said Contractor, involves in any anti- disciplinary activities, such as loitering, drunkenness, chewing tobacco – gutkha, using mobile phones in company premises, stealing / damaging company material, riots, or any kind of misbehavior etc, the said company has full authority to stop allowing him /them and also impose fine / penalty to the said Contractor in-proportion to the offence/ damage etc.
12. The said Contractor has undertaken and does hereby assure that the said Contractor shall assume all liabilities for and give the said Company complete immunity and indemnity against all claims, actions or suits or proceedings arising out of or in connection with the performance or rendering of said contract works of whether such actions and / or proceedings are brought by the workmen and / or their unions or any competent authority functioning under various labour laws.
13. The said Contractor has undertaken and does hereby assure that it shall be the sole responsibility of the said Contractor, if any accident or incident arises causing damages or results in death or injury or causing disability, etc. to the workmen / employees employed / deployed by him while executing the said contract works and the said Company shall not in any way be responsible for the same.



FOR YASHSHREE ENTERPRISES
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14. The said Contractor shall be duty bound to make good to the said Company any loss or damage to the property, personnel or premises of the said Company, caused by or attributable to the lapse or negligence on the part of the said Contractor or his agents or his servants.
15. The parties have agreed and do hereby place on record that in case the State or Central Government or an High Court / Industrial Court or Labour Court or Tribunal or any other competent authority make an order or direction prohibiting or abolishing the employment of contract labour in any operation or work covered under this Contract, the present agreement shall be forthwith liable to termination in respect of an operation or process that is prohibited. The said Contractor in that event will deal with such workman concerned as he deems fit and the said Company shall have no liability or responsibility in respect of such workmen of the said Contractor. If however, any liability thereof is fastened on the said Company, the said Contractor shall make good the expenditure and loss suffered by the said Company and shall indemnify the said Company as regards all actions necessary to defend itself against any such claims made by any workman or their union or any competent authority under any statute.
16. This Contract / Agreement can be terminated by either side giving one month's notice.
17. The parties hereto agree that in case any dispute arises between the said Company and the said Contractor during the continuance of this Agreement or any question arising there under, the same shall be referred to the sole arbitration of the Authorized representative of the said Company, who shall decide the dispute after making such inquiry deems proper and his decision shall be final and binding upon both the parties hereto.
18. That the employees employed by the said contractor do not have any right to raise a dispute/claim/demand before/against the Tata Toyo Radiator Limited and if any kind of such litigation arises then the said contractor shall be liable to borne for the expenses and result of such litigation and for loss if any incurred by Tata Toyo Radiator Ltd. due to such act.
19. It is agreed and declared by and between the parties hereto that so far as it concerns the jurisdiction of any Court in enforcing any of the rights or remedies of any of the parties hereto against each other or one another, a Court in the City of Pune alone shall have jurisdiction to the exclusion of all other Courts in any place in the Union of India, so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under this Agreement and the terms and conditions thereof, in any Court except the Court or Courts having jurisdiction in the City of Pune.
20. The said Contractor shall furnish to the said Company full details of the staff / workmen / employees / manpower engaged / employed / deployed by him on the said Contract works in the said Company. Every contract labour has to complete the pre employment medical check which to be done by contractor. The fitness certificate has to be always in custody of contractor and it should present to HR dept as & when required. Also the contractor has agreed to maintain all the personal information & verification, education certificates, family details etc. of labours and shall produce to HR dept on demand when required for various reasons.
21. The said Contractor shall pay the monthly salary / Wages to his contract labour on or before 7th of each month in presence of HR representative who will sign on monthly wage register. In case of bank deposition of labour wages, the concern contractor should submit the list of those labours while opting the sign on wage register. Contractor should ensure to pay monthly wages to his contract labour irrespective of his monthly bill is paid before or after 7th of each month.
22. If on any particular day, number of workers present is less than 90% of the required labour numbers, then such incidences will attract for a financial liability of Rs.2000/- per such incidence from the bill. In the event, recurrence of 3 such incidences, the company reserves the right to terminate the contract without offering any opportunity to the contractor to prove otherwise.
23. In the company safety carries immense importance. The contractor has agreed to ensure, execute & adhere all the applicable Health –Safety –Environment norms, rules & regulations, work practices like safe working, use of PPEs & work instructions, Participate & Undergo training, awareness sessions of HSE / ISO- OSHAS / BSC etc. and actively involved in various HSE activities, initiatives from time to time. Any negligence, deviation either by contractor or his labour or by both to adhere with the applicable HSE norms / standards / work practices etc. will be viewed very seriously. In such scenarios concerned will be very much



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liable for appropriate disciplinary action viz Fine, Actual recovery of loss or damage of company assets and/or termination of contract etc.

24. The Supplier/ Service Provider agrees to comply with all applicable GST laws, rules and regulations applicable in India from time to time . Supplier/Service Provider should ensure accurate transaction uploading in GSTN and in case these transactions cannot be reconciled by the Purchaser, then payments to Supplier/Service Provider to the extent of GST may be held back from due payments till Purchaser is sure tax payments are made so that any credit the Purchaser utilise is not subject to later reversal with interest.

25. The said Contractor shall instruct his contract labour to adhere to "Tata Code of Conduct" & model/ certified standing orders at shop floor & in case of any breach the contract labour will be liable to disciplinary action or penalty up to Rs.500/-.

The parties hereto have set and subscribed their respective signatures in the presence of the witnesses below named on the day, month and year first in above mentioned.

For and on Behalf of
the said Company
TATA TOYO RADIATOR LTD.


RAVI CHIDAMBAR
Chief Executive Officer



For and on Behalf of
the said Contractor
YASHSHREE ENTERPRISES


AKSHAY ANIL KULKARNI
Proprietor

Witnesses

Signature 1.  _____

Name : **Pankaj Gupta**
Dy. General Manager –HR & IR

Address: **Tata Toyo Radiator Ltd.**
S.No.235/245, Village Hinjawadi
Tal Mulshi, Dist. Pune - 27

2.  _____

Name: **Anil Kulkarni.**

Address: **17 Mahabali Soc, Near Axenad,**
Nikaten Soc, Karm Nagar
PUNE - 410052