



**ENDURANCE
ENDURANCE TECHNOLOGIES LIMITED**

B-2, M.I.D.C. Industrial Area, Waluj,
Dist. Aurangabad (M.S.)-431136, India
TEL: +91-240-2569818, 2569808
FAX: +91-240-2554373
www.endurancegroup.com
CIN No. : L34102MH1999PLC123296

AGREEMENT

This Agreement ("Agreement") entered into at Aurangabad this 1st day of September 2020, between

Endurance Technologies Limited, a company registered under the Indian Companies Act, 1956 and having its registered office at E-92, MIDC Aurangabad. (Hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context be deemed to mean and include its successors and assigns) of the One Part

AND

M/s. Sairaj Enterprises, having its office at gut no 54 Flat no 13 B-B-2/15 sara sarthak wadgaon waluj Aurangabad 431 001. (hereafter referred to as the "Contractor", which expression shall unless it be repugnant to the context be deemed to mean and include its successors, assigns, affiliates, associates and subsidiaries) of the Other Part.

WHEREAS:

1. The Company requires a Contractor to provide Band saw cutting services as is more specifically described in the Annexure A attached for its factory premises located at B-2, MIDC Waluj, Aurangabad 431 136 (hereinafter collectively referred to as "Premises")
2. The Contractor is engaged in the business of providing Comprehensive Services and other related functions to various organizations.
3. The Contractor has represented that it has sufficient infrastructure to provide the required services to the Company and based on such representation, the Company has accepted its offer, subject to the following Terms and Conditions.

NOW THEREFORE THIS AGREEMENT WITNESS THE TERMS AND CONDITIONS AS AGREED BY AND BETWEEN THE PARTIES AS SET OUT HEREIN BELOW:

1. The Contractor shall be solely responsible for the safety and security of his/her personnel as well as their tools, testing equipment, personal belongings etc, while they are on duty on company premises for the purpose of executing this contract.
2. The rates and the amounts due to as agreed to by company shall be firm & fixed & subject to no change for the entire duration of the contract. Clearly, these amounts shall be payable to contractor upon satisfactory completion of work & compliance, which shall need to be certified by company's plant representatives.





3. The contractor shall be solely responsible for acquiring all requisite licenses / clearance from Government / Municipal / Judicial / Quasi judicial bodies and other local authorities etc. as may be required for rendering the services.
4. The contractor will ensure that neither the contractor, nor its employees or their family member will provide to any outside agency / person by word of mouth or otherwise, particulars or details of the technical know - how, security arrangements, administrative and / or organizational matters which are of a confidential nature, which may be known to them as personal privilege by virtue of being an employee of the contractor.
5. Neither the contractor nor its employee will take out any documents / items out side the factory in an unauthorized manner and / or giving any information to any one with malafide intention.
6. The said services rendered and obligations performed by the contractor pursuant to this agreement shall be rendered and performed by the contractor with utmost care and diligence and shall be of the highest quality and standards.
7. The contractor shall immediately notify the company in writing of the occurrence of any event, which may result in, or which may give reason to believe that there may be work stoppage, slow down, labor dispute, strike, any labor related disruption of its own staff or other impediment or disruption in the performance of the obligations of the contractor under this agreement. The contractor also agrees to submit a full written report of the events forthwith upon request by the company. The contractor agrees that in that event any such work stoppage, slow down, labor dispute, strike, disruption or impediment continues for a period exceeding 48hours, than not withstanding what in contained in clause of agreement, the company may be at sole discretion to terminate this agreement forthwith.
8. Payment of monthly salaries / wages due to the contract workmen shall be made on or before 7th of every month. Necessary salaries / wages payment vouchers shall be open to the company's inspections. In case of default on the contractor's part to pay the salaries / wages to his employees, the company shall have the right to demand such payment to the contractor's employee from out of the monthly bill payable to the contractor.
9. The contractor will be solely responsible for the terms and conditions of service of their employees and shall comply with all the laws and statutory notifications , rules , regulations etc. , governing their employees as may be in force from time to time, such as the Contract Labour (Regulations and Abolition) Act, 1970 , Employee State Insurance Act 1946, the Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act, 1948, Workmens Compensation Act , 1923 and any modifications , amendments of or notifications to such acts and also extend to them all other statutory benefits , whatsoever , to which they are entitled and the company will not be responsible or liable for such payments. In the event of failure to comply with any of the statutory obligations by the contractor as aforesaid and if the company is held responsible for the same, the contractor undertakes to make good the loss to company.
10. The employee of the contractor or any of the contractor's representatives will have no claims, whatsoever; to employment with the company either during the tenure of this agreement or after its termination and the contractor will engage its employees on this express understanding.



11. There will be no privacy of contract between the company and any employee of the contractor.
12. The contractor agrees to indemnify the company against all claims from their employees and pay all expenses which company may incur defending any proceedings pursuant to such claims and also shall keep the company indemnified at all times thereafter for any acts, matters or things done or omitted or neglected to be done by the contractor or any contravention of any provisions of any acts, Rules, Regulations, Notifications issued by the Central or State Governments or local authorities and thereby the contractor absolves the company from all liabilities arising out of or in connection with the aforesaid contravention of acts, matters or things done omitted or neglected to be done by the contractor or on its behalf.
13. This indemnity shall also cover any other person whose entry in to premises have been authorized by contractor.
14. Contractor shall furnish to company a list of personnel deployed by him/her on company premises for the purpose executing this contract, and shall maintain a log of activities carried out by them.
15. Contractor shall provide its personnel the necessary identity cards, personal protective equipment and any other equipment as required.
16. Any loss suffered by company due to theft, pilferage, damage to company property by contractor personnel, arising out of negligence, carelessness or otherwise on contractor or contractor's personnel's part, shall be compensated by contractor.
17. For the purpose of rendering the services the contractor shall employ required number of suitably trained employees who will be supervised by the contractor's supervisors.
18. The number and categories may be lessened or increased, depending upon the manpower requirements of the company. In case emergency, the contractor will be required to supply more manpower at short notice as per the requirements of the company.
19. The contractor and his employees shall at all times adhere to all ground rules and regulations as may be prescribed at the factory, and any breach of this condition shall entitle the company to terminate this agreement forthwith and claim such liquidated damages as may be provided herein.
20. It is clearly understood between the parties hereto that the employee of the contractor shall at no time be construed as the employee of the company, and the company shall have no liabilities towards such employees. In short, there shall be "No Employer-Employee Relationship" between the Contractual Labours & the Company.
21. It is expressly understood and agreed between the parties hereto that in case the employees of the contractor are required to be treated as the company's employee pursuant to any statute, rules and regulations enacted in that behalf, or pursuant to any agreement, award or decision of the court or otherwise, then in such case, this agreement may be terminated by the company forthwith without any notice.
22. The contracture shall ensure that its employees will observe discipline while performing the services and that they shall at all times be neatly attired in uniforms provided by the contractor. The contractor will also be responsible for supplying necessary equipment such as winter clothing, rainwear, safety apparel / equipment etc. to its employees deployed for providing the services.



23. The contractor shall maintain in respect of its employees all statutory registers and records showing details of movement of its employee during the provision of services and shall produce them to the authorities whenever required.
24. The agreement and or any information pertaining to the company given to the contractor shall be private and confidential and the contractor agreed not to disclose or divulge the same to any third party without the prior written consent of the company. Any disclosure in accordance with the requirements of law or any binding judgment , order or requirements of any court or other competent authority, is excluded, provided that the contractor shall provide to the company notice thereof as soon as possible and before disclosing the confidential information, the contractor shall take full account of any reasonable representation made by the company. Further, the contractor shall only disclose information to the minimum extent they are advised by legal advisors as necessary to disclose. The company shall have a right to stop the contractor by way of injunction if an attempt is made to disclose or allow or cause disclosure or make available the confidential information, directly or indirectly. The provisions of this clause shall survive the termination of this agreement.
25. Contractor will adhere the safety norms of the company as per contractor's assurance vide undertaking dated **01.09.2020** annexed herewith if any of the safety norms are violated by contractor, contractor's supervisor, labour provided by contractor, it will attract fine and it may lead to the termination of this contract. So also the contractor will be solely responsible for legal and other consequences arising out of violation of safety norms.
26. This contract is valid for a period from **01.09.2020 to 31.03.2021**.
27. This contract is subject to termination by one month notice on either side.
28. Terms and Conditions attached with the Annexure
1. Enclosed List of Rates is subject to quality of Job/Work. Rate can be reduced in case of poor quality of workmanship of the Job/ Work.
 2. Contractor shall ensure usage of appropriate Personal Protective Equipments PPEs e.g. Safety Shoes, Goggle, Ear Plug etc by his Labour/Supervisor.
 3. Contractor to ensure that casting Blade is utilized fully till its life of Five Thousand Nos and thereafter re- sharpen and use it for further Three Thousand Nos.
 4. Scrap Blade to be disposed off at designated area. All the blades which have been fully utilized for its life of 5000 Nos to be kept at specified place and whenever it is to be re-sharpened, should be picked up from the same place only.
 5. Rejection due to excess cutting & excess gate should be zero.
 6. 1S2S, machine cleaning, excess gate pieces removal to be done on timely bases.
 7. Band saw contractor supervisor must be competent enough to carry out minor Maintenance of Band Saw machine.
 8. Casting given for cutting in a shift should be cut in the same shift and target of specified Nos should be achieved.
 9. Contractor shall deploy two supervisors in each shift.



10. Band saw operator should not leave the machine till the reliever reports for duty.
11. Trolley should not be kept outside of the gangway.
Contractor shall ensure the proper stacking of the cut casting.
12. Band saw Contractor should ensure that the required manpower is available to carry out band saw operation as and when required by company.
13. Product cost at actual will be deducted from Contractor's Bill for the Rejection due to Band Saw Defects.
14. Company shall impose penalty of minimum Rs 1000/- to maximum Rs 5000/- towards non-satisfactory services and or breach of any of the terms and conditions of contract.
15. Bill to be submitted in the formats freezed by company.
16. Contractor shall take approval of concerned HOD on Job Completion.
17. Job/Work charges will be paid after full completion of the Job /Work.
18. Final Invoice must be submitted in duplicate latest by 1st of each month.
19. Payment would be released subject to prevailing taxes and duties.
20. All tools required for carrying out the job shall be arranged by contractor and needs strictly gate entry at the gate.
21. Delayed submission of bills will be dishonored.
22. Contractor will submit a pending statement of account at every month end, indicating: Bills submitted for the month, bills for which payment is due from and work in progress which is not billed.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day, month and year first hereinabove mentioned

For Endurance Technologies Limited

O. Jegadeesan
O. Jegadeesan
Deputy Cluster Business Head

S.P. Wanjade
S.P. Wanjade
Seal of the Company

Sairaj Enterprises
(Proprietor)

Sairaj
Sairaj Enterprises

SAIRAJ ENTERPRISES

Gut no 54, Flat No 13, B - B 2/15 Sara Sarthak Wadgaon (Ko) Bajaj Nagar,
Waluj, Aurangabad, Maharashtra, India,.

Pin - 431136

Mobile No. 8793317666, 9881075206

GSTIN: 27BSLPP8561M1ZS

DATE 26/08/2020

To,

H R & A Head Sir

Endurance Technologies LTD

B-2 MIDC Industrial Area Waluj

Aurangabad.

Dear Sir,

We are very glad to giving opportunity to serve you , Please see following our lowest quotation for Band-Saw Cutting.

Specification	Qty	Manpower Requirement
Band -Saw Cutting	450000	24 Persons /8 Hours
		(Per Piece Rate 0.80 Paisa)

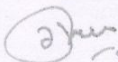
0.72 paisa. Agreed by

contractor: (sairaj enterprises) contractor & management.

Thanks again for asking for quotation, please release purchase order accordingly.

PH 07E — Sairaj 17/9

Thanks & Regards.



SAIRAJ ENTERPRISES



— Sairaj
S.P. Wavade

— Sairaj