



महाराष्ट्र MAHARASHTRA 2018 7 MAY 2019 AN 686016

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MAY 2019
खर्च लिपिक
वाजुजो.स.

AGREEMENT

This Agreement ("Agreement") entered into at Waluj, Aurangabad this 11th May 2019, between

Endurance Technologies Limited (including all Plants in Aurangabad), a company registered under the Indian Companies Act, 1956 and having its registered office at E-92, MIDC Industrial Area, Waluj, Aurangabad - 431136 (Maharashtra) India. (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

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(e) The Contractor and his employees shall at all times adhere to all the rules and regulations as may be prescribed at the Premises, and any breach of this condition shall entitle the Company to terminate this

Agreement forthwith and claim liquidated damages as provided in Clause 16 herein.

(f) It is clearly understood between the parties hereto that the employees of the Contractor shall at no time be construed as the employees of the Company, and the Company shall have no liabilities towards such employees.

(g) 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 employees 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.

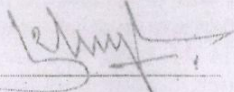
(h) It is hereby agreed between the parties that the Company may ask the Contractor to do any specific project work/assignment over and above what is specified in Annexure 'A' hereto, and the Contractor shall be required do this work as requested. The Contractor shall ensure that its employees shall report to the Contractor's management any suspicious transactions, irregularities or violations of any legal or regulatory procedures, or any other breach of normal code of conduct committed by the Company's employees, which they may come across in the normal course of their duties in the Company's premises and the Contractor shall, in turn, forthwith report the same to the Company.

(i) The Contractor 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 Safety Shoe and Uniform to its employees deployed for providing the Services.

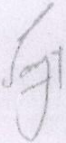
(j) The Contractor will be solely responsible for the terms and conditions of service of their employees and shall comply with all laws and statutory notifications, rules, regulations etc., governing their employees as may be in force from time to time, such as the Contract Labour (Regulations and Abolition) Act, 1970, The Factories Act, 1948, Employee State Insurance Act, 1946, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Employees 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. The Contractor will ascertain and display all notices and extracts under all applicable statutes. 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 the Company. The employees of the Contractor or any of the

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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



R H Mariapalle
EVP - CORP. ER & IR
(Group)



M/s Avinash Patange Labour Suppliers
Authorized Signatory

Avinash Patange



Seal of Company



Seal of the Contractor

ANNEXURE B
GOODS & SERVICES TAX (GST) TERM

1. Contractor has to provide a proper Invoice in the form and manner prescribed under rules of the GST Act (Tax Invoice, Credit and Debit Note Rules) containing all the particulars mentioned therein. In the event that the Contractor fails to provide the Invoice in the form and manner prescribed under the GST Act (Tax Invoice, Credit and Debit Note Rules) the Company shall not be liable to make any payment against such Invoice.
2. Contractor has to ensure accurate reporting in Contractor's / Vendor's outward supplies under GST. Further, that payments would not be processed in case of non-availability of ITC benefit to ETL due to lack of compliance by vendor (e.g. GST will be paid to the vendor only once the said amount is reflected as credit in the GSTR-2A and Contractor/Vendor has made payment of taxes to the Government Exchequer).
3. Contractor has to ensure that Invoice is raised within the time period prescribed in law for provision of services / supply of goods.
4. In case of Contractor default to comply with GST provisions, and ETL credit denied by the GSTN system, then ETL is authorized to recover the consequential costs such as interest / penalties, from Contractors by issuing Debit notes with GST.
5. On event of lower compliance rating at GSTN portal, ETL has full right to discontinue contract with pre-intimation.
6. Contractor has to ensure that tax benefits under GST law are passed on to ETL. In case of any liability on account of anti-profiteering provisions, supplier will be solely responsible and ETL will be authorized to receive the available benefit.
7. Contractor to note details of State wise GST Registrations of Endurance Group as under.

State	Provisional ID	ARN No (Application Receipt No.)
Maharashtra	27AAACE7066P1Z3	AA270217032661F
Gujarat	24AAACE7066P1Z9	AA240217021733L
West Bengal	19AAACE7066P1Z0	AA1902170085771
Uttarakhand	05AAACE7066P1Z9	AA050217001452V
Haryana	06AAACE7066P1Z7	AA0602170242899
Delhi	07AAACE7066P1Z5	AA070217021301W
UttarPradesh	09AAACE7066P1Z1	AA090217010640N
Rajasthan	08AAACE7066P1Z3	AA080317003455F
Tamil Nadu	33AAACE7066P1ZA	AA330217033036Q
Telangana	36AAACE7066P1Z4	AA360217006144O
Karnataka	29AAACE7066P1Z2	ARN not yet generated
Madhya Pradesh	23AAACE7066P1ZB	AA230617036263F
Odisha	21AAACE7066P1ZF	AA210617010168L
Punjab	03AAACE7066P1ZD	ARN not yet generated

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.

16. TERMINATION:

On conclusion of the period of this Agreement shall terminate.

- (a) The Company may terminate this Agreement without assigning any reason whatsoever, subject to written notice of one month being provided to the Contractor of such intention to terminate. The Contractor may similarly terminate this Agreement by providing three months written notice of its intention to terminate, to the Company.
- (b) In the event of any breach of the above terms the Contractor will be liable to pay liquidated damage as may be specified as his sole discretion.
- (c) Without limiting the foregoing, either party may terminate this Agreement immediately if the other (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days, (iv) fails to perform its obligations due to the continuance of any force majeure condition beyond a period of one month (iv) materially breaches this Agreement and does not remedy the breach within a seven (7) day period following receipt of notice in this regard.
- (d) The contractor also recognizes and agrees to the right of the company whereby the company can terminate the contract with immediate effect without assigning any reason in the event the contractor is found to be committing breach of the instant contract or acting in derogation or violation of the contract or fails to indemnify the company against fallacious claims by its contract labours.

17. ARBITRATION & JURISDICTION:

- (a) In the event of any dispute or difference arising out of this Agreement between the parties hereto, the same shall be referred to the Arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory re-enactment of the same. Reference shall be made to three Arbitrators, wherein, each party shall appoint one Arbitrator and the two appointed arbitrators shall in turn jointly appoint the third Arbitrator. The venue of the Arbitration shall be Aurangabad and the language of the Arbitration shall be English.
- (b) Any legal actions pertaining to this Agreement shall be commenced within the competent Courts in to the exclusion of other Courts.

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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.

6. INDEMNIFICATION AND INSURANCE:

- (a) The Contractor hereby agrees and undertakes to indemnify and keep the Company indemnified against any loss, claim, and damage incurred by the Company, due to any misrepresentation, act, omission or commission caused by the employees, servants, agents of the Contractor.
- (b) Contractor shall properly cover up and protect all parts of the works, materials tools and equipment used or connected to the provision of Services and which are liable to damage/injury by any cause. The Company shall not be responsible for any damage that may be caused to such materials, tools or equipment unless such damage can be directly related to gross negligence on the part of the Company.
- (c) Contractor shall be solely responsible for any loss or damage of any nature whether caused to its employees or otherwise, arising out of or in connection with the execution of the Services under this Agreement not covered under such policy/policies and shall indemnify the Company in respect of any such claims

7. RELATIONSHIP BETWEEN THE PARTIES:

It is hereby expressly clarified that the employees of the Contractor shall not, at any point of time, be construed as the employees of the Company. The parties herein are and shall be, with respect to the subject matter of Agreement, independent contractors of one another and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture relationship between the said parties.

8. NOTICES:

All notices required to be served under this Agreement shall be in writing and sent by registered mail or by facsimile, to the other party hereto at the addresses provided hereinbefore or any later addresses, notice of which having been previously given by one party to the other.

9. ASSIGNMENT:

The Contractor shall not assign, delegate or transfer any rights, duties or obligations hereunder or interests herein without the prior written consent of the Company and any attempted assignment shall be null and void. It is

ANNEXURE 'C'

Legal compliance is most important part of our business. The Contractor has to ensure that there is zero non-compliance. On 3rd of each month, the Contractor should submit bill dated 3rd for the services rendered in previous month. For instance, Bill dated 3rd May, bill for month of April and documents towards PF/ESI/LWF/GST for the month of March to be submitted.

Accordingly, Contractor will submit following documents on or before 20th of every month for the previous month along with covering letter as per specimen format attached herewith.

1. PF ECR & Paid challans copy.
2. ESIC ECR & Paid challans copy
3. Summary of PF/ESI amount paid/unpaid as per following format:

A) PF/ESI Amount paid for following contract labour

Contractor Name:													
Month:													
Sr. No	ESL_NO	PF_NO	UAN NO	ESIC_ECR SR. NO	PF.ECR. SR. NO	Contract Labour Name	DAYS	OT HRS	GROSS	BASIC	PF AMT	ESIC Amt	

B) PF/ESI Amount not paid for following contract labour

Sr. No	Contract Labour Name	DAYS	OT HRS	GROSS	BASIC	PF AMT UNPAID	ESIC Amt UNPAID

3. Pay sheet of Contract Labour with Contractor's sign and stamp.
4. LWF (with bill for July and Jan) payment challan copy with contractor sign and stamp.
5. GSTR1 for the previous month with invoice wise details as per GSTN portal.
6. GST Challan copy with Contractor sign and stamp (e.g. GST challan for March with April Invoice).
7. GSTR3B With your sign and stamp. (e.g. GSTR3B for March with April Invoice)

A register will be maintained by ETL Plant HR wherein your supervisor/representative submitting documents will sign on it and Plant HR will also sign. Following need to be taken care:

- 1) Contractor will highlight or underline names of labour deployed at ETL and write ETL Security register number of labour in front of his name on ECR so as to trace name easily.
- 2) PF/ESI Compliance will be checked with contractor representative thru contractor's login.
- 3) There should not be delay in payment of contribution. There will be penalty of Rs 5000/- for payment delay.
- 4) Contractor to submit bill for a month by 3rd of next month to Plant HR in case of labour contract and to concern HOD for job/piece rate contract.

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[Signature]