



2016

RH 622245

CONTRACT FOR SERVICES
(PRE-EMPLOYMENT HEALTH CHECK-UP SERVICES)

This Contract for Service is concluded at Aurangabad on this 01st day of June, 2017, by and between :

CAN-PACK INDIA PRIVATE LIMITED (Glass Bottles Branch) a Company established under the laws of the Republic of India having its registered office at L-18/25 - L-18/28 and L-19 Waluj Industrial Area, MIDC, Aurangabad, Maharashtra, India, and its Glass Bottles Branch located at H-14/1, MIDC, Waluj, Aurangabad, Maharashtra, India-431136 (hereinafter called "the Company") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns duly represented by Mr. Milind Gurjar, Managing Director and Mr. Harsh Vardhan Jajoo, Chairman.

AND

MGM's MEDICAL CENTRE AND RESEARCH INSTITTUE, a Public Trust registered under the Indian Public Trust Act, having its address at N-6, Cidco, Aurangabad - 431 005, Maharashtra, India (hereinafter referred to as "MGM"), which expression shall,

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Chief Executive Officer

unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns duly represented by its Director Dr. Pravin Suryawanshi.

WHEREAS the Company is engaged in the process of manufacturing/production of Glass containers in Waluj Industrial area and is a continuous process plant under the provisions of Factories Act, 1948 and as per permission granted by the local JDISH office.

AND WHEREAS, the Company is a factory registered under the provisions of Indian Factories Act, 1948 and adhered to abide with the rules and regulations framed under the provisions of Factories Act, 1948 and Maharashtra Factories Rules, 1948.

AND WHEREAS, as per Section 7-A of Factories Act, 1948, the Factory Occupier is under obligation to ensure the health, safety and welfare of all workers while they are at work in the factory.

AND WHEREAS, the Factory Occupier is also under statutory obligation as per Rule 41-C of Maharashtra Factories Rules, 1963 to maintain accurate and up-to-date health records or medical records of the workers in the factory who are exposed to any chemical, toxic or any other harmful substances which are manufactured, stored, handled or transported and such records shall be accessible to the workers.

AND WHEREAS, the Company is under statutory obligation to conduct pre and post employment health check-up of its employees through Certified Surgeon under the provisions of 73-V of Maharashtra Factories Rules, 1963 read with Schedule IV of Rule 114 of Maharashtra Factories Rules, 1963 and maintain the health records of the employees in Form-6 and Form-7 as per Maharashtra Factories Rules, 1963.

AND WHEREAS, in order to comply with the statutory requirements, the Company is desirous to appoint an agency who can provide pre-employment health check-up facilities to the proposed employee who offered the employment in the Company.

AND WHEREAS, the Company has called the Request for Quotation (RFQ) from the Medical Health-Check-up agencies, those who are having Certified Surgeon on their panel.

AND WHEREAS, as a part of this process, MGM has submitted its quotation with the Company and represented that their Medical Centre is well equipped with all medical infrastructure and their hospital is recognized by Medical Council of India (MCI).

AND WHEREAS, MGM also represented that their Hospital is also having accreditation by NABL certification for Pathology Laboratory, as well NABH certification for their Blood Bank. It also represented that the said Hospital is ISO certified hospital and received "A" grade from National Assessment and Accreditation Council (NAAC).



male

Signature

AND WHEREAS, after due negotiation and mutual understanding, the Company has decided to engage the services of MGM for conducting pre-employment health check-up of the candidates those who offered employment in the Company.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL TERMS AND UNDERSTANDING IN BETWEEN THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS :

1. OBJECT OF CONTRACT :

This Contract has been solely drawn for the purpose of engaging services of "MGM" for conducting pre-employment health check-up of the candidates who offered an employment in the Company so as to comply with the statutory obligation under the provisions of Factories Act, 1948 and Maharashtra Factories Rules, 1963.

2. PERIOD OF CONTRACT :

This Contract shall come into effect from **01st June 2017** and shall come to an end on **31st March 2018** unless terminated. The contract period may be further extended with the mutual consent of parties. During the said period, the arrangement can be terminated by either of the parties by giving one month written notice in advance.

3. SCOPE OF SERVICES AND OBLIGATION OF PARTIES :

i. The Scope of Services of the " MGM" for pre-employment health check-up of candidate are covered as under :-

- ✓ Haemogram Test
- ✓ Urine Routine Test
- ✓ ECG Test
- ✓ Fasting & PP Blood Sugar
- ✓ Blood Group Identification
- ✓ Digital X-Ray Chest PA
- ✓ General Physical Examination by Certified Surgeon
- ✓ Ophthalmic Check-up
- ✓ Issuance of Form No. 6 by Certified Surgeon

ii. Any services not covered under this scope and if so require by Company during the tenure of this Contract, it shall be negotiated separately with MGM and accordingly PO shall be raised by Company to MGM for such services.

ii. MGM shall communicate and keep informed the Company in writing about any finding of the Certified Surgeon, if he declares a person unfit for being employed in any process and any finding revealing any abnormality or unsuitability of any person employed in the process shall immediately be reported to the Company.

iii. MGM shall observe the laws of the country in regulating the practice of medicine and shall also not assist others to evade such laws. MGM should be cooperative in

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Manoj Pallod

[Signature]
Chief Executive Officer
MGM's Medical Centre & Research Institute
M. S. CHC, Aurangabad.

observance and enforcement of sanitary laws and regulations in the interest of public health. Also observe the provisions of the State Acts like Drugs and Cosmetics Act, 1940; Pharmacy Act, 1948; Narcotic Drugs and Psychotropic substances Act, 1985; Medical Termination of Pregnancy Act, 1971; Transplantation of Human Organ Act, 1994; Mental Health Act, 1987; Environmental Protection Act, 1986; Pre-natal Sex Determination Test Act, 1994; Drugs and Magic Remedies (Objectionable Advertisement) Act, 1954; Persons with Disabilities (Equal Opportunities and Full Participation) Act, 1995 and Bio-Medical Waste (Management and Handling) Rules, 1998 and such other Acts, Rules, Regulations made by the Central/State Governments or local Administrative Bodies or Medical Council of India or any other relevant Act relating to the protection and promotion of public health Source.

iv. Company shall refer the candidate to the Service Provider as per the appointment schedule given by the Service Provider.

v. Company shall ensure that the Candidate shall carry an Authority Letter/Request Letter issued by the Company in favor of "MGM" while attending for pre-employment health check-up on the schedule date & time.

vi. Company shall ensure that the Candidate shall be informed to follow all the required instructions given in Annexure-2 hereto before attending pre-employment health check-up.

vii. "MGM" shall deliver the Report of complete diagnosis of pre-employment health check-up within 7 days, along with Form 6 and 23 from the date of test to the Company directly at the address of Glass Bottles Branch i.e. Plot No. H-14/1, MIDC, Waluj and in any no case the Report shall be delivered or handed over to the Candidate.

4. SERVICE CHARGES :

i. In consideration of the Services availed, the Company shall pay to the "MGM" a consolidated and fixed payment of **Rs. 1,035/-** (Rupees One Thousand Thirty Five only) including all taxes per candidate. The service charges are further inclusive of ;

- ✓ Laboratory Charges & Consultation charges for the services agreed in clause 3 (i) herein.
- ✓ Consultation charges of Certified Surgeon.
- ✓ Administrative fees for issue of Form 6 and Form 23.
- ✓ One time Breakfast charges of the candidate during his health check-up time at MGM.

ii. The Payment term is 30 days from the date of submission of Invoice.

iii. Payment by the Company to the "MGM" shall be made via wire transfer ("RTGS") to the Bank Account of the "MGM" as per details provided.



male

Chief Executive Officer
MGM's Medical Centre & Research Institute
M.S. CIDCO, Aurangabad.

iv. The Company will not pay any additional amount to "MGM", which has not agreed under this contract.

5. CONFIDENTIALITY

During the continuance of this contract and even thereafter, the Life Line will keep all matters/records/documents/data/ information/knowledge/skill etc., pertaining to the company, strictly confidential. The Life Line will not share any such information pertaining to the company with any third party, within and outside the company. The Life Line will not knowingly or unknowingly divulge any information to any person, firm or commercial concern or establishment, any confidential information or description acquired by him during his interaction with the company including processes of manufacture, business practices, affairs of the company or its related associate, branches, customers, suppliers etc.

6. IDEMNIFICATION:

"MGM" shall indemnify and keep indemnified the Can-Pack, its Directors, its Officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Company may now or thereafter be liable to pay, incur or sustain by virtue or as a result of the non-observance by the "MGM" of any of the Company's other rights.

7. CAN-PACK GROUP CODE OF CONDUCT :

Company believes in honesty, integrity and fairness in all its dealings with its business partners (customer, Contractor, service provider, Contractor, consultant and any other individual / entity having any business relationship with Contractor) and expects that all its business partners/Contractors/ Service Providers/Contractors/ consultant shall reciprocate the same. Company has put in place a Code of Conduct for its suppliers/vendors to adhere to while rendering service for the Company. The Contractor/Contractors/Service Providers/Business Partners/Consultant are expected to strictly comply with the said Code of Conduct while dealing with Company, its employees and while representing the Company before any third party if so authorized by the Agreement. Violation of the Code of Conduct will be treated as material breach of contract and the contract shall be deemed to have been terminated from the date of such breach. Service Provider/Contractors/Contractor/Business Partner shall be solely responsible for any and all consequence arising out of breach of the said policy.

8. LAWS:

This contract shall be governed and construed in accordance with the laws of India. Any claims, dispute and or difference (including a dispute regarding the existence, validity or

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Manoj Pallod

Manoj
Chief Executive Officer
MGM's Medical Centre & Research Institute

termination of this contract) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be exclusive at Aurangabad and the decision of the arbitrator shall be final and binding on the parties.

9. AMENDMENTS:

Any amendment to this contract shall only be binding if executed in writing. The written form requirement shall not be fulfilled by the use of emails.

10. NOTICE AND ADDRESS FOR CORRESPONDENCE :

That any important /legal communication, correspondence or notice should be addressed only to below mentioned address. Mailing to any other address will be treated as invalid unless incorporated in this contract as an official address for mailing as an amendment officially. This does not however apply to routine communication required to be done on day to day basis matters.

If to Company:

Head-Human Resource & Admin.
Can Pack India Pvt. Ltd., (Glass Bottles
Branch), Plot No. H-14/1, MIDC, Waluj,
Aurangabad -431136

If to Life Line :

Dr. Praveen Suryawanshi
MGM's Medical Institute & Research
Centre
N-6, Cidco
Aurangabad - 431 005.

11. ASSIGNMENT:

"MGM" agrees that any of its responsibility under this Contract will not be assigned to any third party without the prior written consent of Can-Pack.

12. MISCELLANEOUS

i. In the event of any one or more of the provisions contained in this Contract being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Contract become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.

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Chief Executive Officer
MGM's Medical Centre & Research Institute

ii. The engagement of the "MGM" is purely on contractual terms and thus nothing contained herein shall be deemed to either create any partnership, joint venture, Employer-Employee relationship or similar relationship between Company and "MGM" or confer on any Party the authority to incur any obligation or liability on behalf of the other Party or bind the other.

13. ENTIRE CONTRACT:

This contract as executed between the parties hereof shall supersede all prior contracts, arrangements and understandings between them relating to the subject matter of contract. Any contradiction in between the terms of contract and the final offer of the "MGM", the terms under this contract shall prevail.

IN WITNESS WHEREOF the Parties hereto have signed this Contract as of the day and year first above written.

For Can-Pack India Pvt.Ltd.

Milind Gurjar
Managing Director

Harsh Vardhan Jajoo
Executive Chairman

Witness :

1. *male*

2.

for MGM's Medical Institute
And Research Centre

Pravin Suryawanshi

Dr. Pravin Suryawanshi
Authorized Signatory

Chief Executive Officer
MGM's Medical Centre & Research Institute
N-6, CIDCO, Aurangabad.



male

Pravin
Chief Executive Officer
MGM's Medical Centre & Research Institute

ANNEXURE-I

STANDARD GUIDELINES FOR CANDIDATE BEFORE ATTENDING PRE-EMPLOYMENT HEALTH CHECK-UP

1. The Candidate must carry a print out of authorization letter from the Company.
2. The Candidate must ensure appointment schedule given by the Service Provider to the Company before attending for health check-up.
3. The candidate shall report 30 minutes advance before the scheduled time.
4. Minimum 12 hrs. fasting is essential prior to the check-up
5. The candidate may drink the Water during fasting.
6. Refrain from consuming Alocohol/Drugs/Smoking at least 12 hrs. prior to the Check-up.
7. If candidate is wearing Contact Lenses, please remove it 2 days in advance prior to health check-up.
8. If the candidate is diabetic, avoid taking insulin injections/anti diabetic tables on the morning of the Health Check-up. Please carry Insulin/ anti diabetic tablets which can have have before or after the breakfast in the clinic. Other regular medication can be taken as instructed by the Doctor.
9. Service Provider can provide additional tests/investigations/consultation on request or required, however these will be billed separately in addition to the package cost.
10. Do not apply cream/powder/oil on the chest on the day of examination.
11. Do not drink tea/coffee/milk/biscuits on the day of examination.
12. Do not wear any jewelry on the day of examination.
13. Follow the instructions of Doctors/Physician/Attendant/Lab Technician during your health check-up.



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Manoj Pallod

[Signature]
Chief Executive Officer
MGM's Medical Centre & Research Institute

भारतीय गैर न्यायिक

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ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2016

RH 622238



3 MAY 2017
Handwritten signatures and stamps, including a stamp from the District Office, Aurangabad, dated 24-05-2017.

**4th SUPPLEMENTARY CONTRACT
TO PAY ROLL SERVICES CONTRACT DATED 17.10.2013**

THIS 4th Supplementary Contract is agreed, admitted and executed at Aurangabad on this 1st day of June, 2017, by and between :

Can-Pack India Pvt. Ltd (Glass Bottles Branch)- a company duly incorporated in India under the provisions of Companies Act, 1956, having its registered office L18/25-L18/28 & L19 MIDC, WALUJ AURANGABAD 431136, and its Glass Bottles Branch at Plot No. H-14/1, MIDC, Waluj, Aurangabad, 431 136, Maharashtra, India, (**hereinafter referred to as Client**) which expression shall include its subsidiary companies, successors and assigns) of the one part duly represented by its Managing Directors Mr. Milind Gurjar, Managing Director and Mr. Harsh Vardhan Jajoo, Chairman.

AND

Paysquare Consultancy Limited, a company duly incorporated in India and having its registered office at G-Building, Kunal-Puram Commercial Complex, Opp. Atlas Copco, Old Pune - Mumbai Road, Dapodi Pune - 411 012, India (**hereinafter referred to as "Paysquare"**) which expression shall include its successors and assigns) of the other part duly represented by its Asst. Vice President, Corporate Sales Ms. Rekha Jain.

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MGM's Medical Centre & Research Institute
N-6, CIDCO, Aurangabad

Client and Paysquare are hereinafter collectively referred to as "Parties" and individually as "Party" wherever the context permits.

WHEREAS Client and Paysquare entered into a Contract dated 17th October 2013 for Employee Payroll Processing Services of the Client, which was valid till 30th September, 2014.

AND WHEREAS, the parties with their mutual consent extended the term of Contract till 31st December, 2015, by executing the supplementary contract on 01st October, 2014.

AND WHEREAS, the parties with their mutual consent further extended the term of Contract till 31st December, 2016, by executing supplementary contract on 17th March, 2016.

AND WHEREAS, the parties have further extended their commercial term till 31st May, 2017, by executing Supplementary Contract on 3rd April, 2017.

AND WHEREAS, the contractual terms are expired on 31st May, 2017 by efflux of time and therefore the Client is desires to further extend the scope of services of Paysquare for a further period upto 31st May, 2018 on the same terms and conditions, as agreed in the Contract dated 17th October, 2013.

AND WHEREAS, the parties have decided to implement the necessary amendment in clause 9.1 of the Contract dated 17th October, 2013.

NOW THEREFORE, IN CONSIDERATION FOR THE PARTIES ENTERING INTO DISCUSSIONS REGARDING THE PURPOSE, THE PARTIES HEREBY AGREE TO AMEND THE CONTRACT CONDITIONS AS FOLLOWS:

9.1 This Contract shall deemed to have effect from 1st June, 2017 and shall remain valid till 31st May, 2018. Thereafter such term may be renewed on mutually agreed terms. Such renewal shall be on such terms and conditions that may be agreed by both the parties at the time of renewal. If the Contract is not extended in writing by mutual consent on or before 31st May 2018 the same shall be deemed have been terminated at that point of time and there shall be no contractual relationship shall exist in between the parties.

Except those specifically agreed herein, all other terms and conditions of the Contract dated 17th October, 2013, shall remain unchanged & applied accordingly.

IN WITNESS WHEREOF, the parties to this Agreement have signed and executed this Agreement on the date mentioned herein above

Can-Pack India Private Limited
(Glass Bottles Branch)

Paysquare Consultancy Limited

Milind Gurjar
Managing Director

Rekha Jain
AVP-Corporate Sales

Harsh Vardhan Jajoo
Chairman

Witness :

1. *male*

2.



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male

Chief Executive Officer
MGM's Medical Centre & Research Institute