



महाराष्ट्र MAHARASHTRA

2022

BX 275264

अनु. क्र. 92298 दि. 31 MAR 2023 मु. शु. रकम 500/-

दस्तावा प्रकार अज्ञात

दस्तावा नोंदणी करणार आहेत का? होय/नाही.

नियमकृतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव 939 मयूर कॉलनी पुणे 30

दस्तावा पेशकाराचे नाव श. वि. वासुदेव शिंदे व्हीजेन HRM.

हस्तावे व्यक्तीचे नाव व पत्ता संतोष वासो. पोस्ट 30 पुणे 30

मुद्रांक विकत घेणाऱ्याची सही सौ. हसन. जी. बजकर परवाना क्र. 2209094 999 नवी पेठ, गाजवे चौक, पुणे-30



तथा कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

MEMORANDUM OF UNDERSTANDING

Institute on the following terms and conditions.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding(MOU) is made and executed on this
____ day of March of the year 2023 at PUNE.

BETWEEN

Maharashtra Education Society' Institute of Management and career courses an Institute having its Campus at 131, Mayur colony, Kothrud, Pune 411 038, through its Director Dr. Santosh D. Deshpande, Hereinafter referred to as the "**Institute**" (Which expression unless it be repugnant to the context shall mean and include its executors, assignees and administrators) **THE PARTY OF THE FIRST PART.**

AND

M/s. Vision HRM having its registered office at 49/763, Lokmanya Nagar, Pune 411 030, through its **Proprietor Shri. Vishwas Kherdikar** Hereinafter referred to as the "**said Service Provider**" (Which expression unless it be repugnant to the context shall mean and include the said Proprietor, his heirs, executors, administrators) **THE PARTY OF THE SECOND PART.**

AND WHEREAS the Institute is a renowned educational institution involved in imparting qualitative education in Pune.

AND WHEREAS the **said Service Provider** supplies skilled/unskilled labour services through its own personnel.

AND WHEREAS the **said Service Provider** expressed its willingness to supply skilled/unskilled labour services and approached the Institute with a proposal to supply skilled/unskilled labour services at its auditorium in the Institute campus.

AND WHEREAS, the negotiations ensued by and between the parties hereto and it is hereby agreed by and between the parties that the **said Service Provider** shall supply skilled/unskilled labour services to the Institute on the following terms and conditions.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

- 1) That, the **said Service Provider** shall provide adequate staff on daily basis/part time/ full time basis, as and when required by the Institute and as per the requirements of the Institute. This MOU is valid for the period 01/04/2023 to 31/03/2024.
- 2) That, the **said Service Provider** shall provide only trained staff with good health and sound mind, not below age of 21 years to the Institute. The staff provided by the **said Service Provider** shall abide by all the conventional rules of discipline and good behavior and the **said Service Provider** shall ensure that the staff/personnel so deployed shall perform their duties with due care and caution and with diligence.
- 3) The **said Service Provider** shall get the list and number of persons to be appointed in the **said Institute** from time to time. The **said Service Provider** shall submit list of the names of the persons deployed every month to the Institute.
- 4) That, the **said Service Provider** shall make payments to such staff appointed by the **said Service Provider**, at the rate of minimum wages currently in force, notified by the Regional Labour Commissioner, Pune.
- 5) That, the **said Service Provider** shall make all the payments and abide by all the statutory obligations in accordance with the provisions of law regarding taxes applicable from time to time, duties, levies etc. imposed by the State, Central Government and local bodies in this connection.
- 6) That, the **said Service Provider** shall pay the wages to such staff appointed by him, on 5th day of every month subject to the submission of attendance reports of the respective unit/s.
- 7) That, the **said Service Provider** shall pay the wages/salary as per the chart given below, in accordance with the provisions of labour law.

Sr. No.	Wages	Service Charges of the Service Provider
	The Institute shall make payment of the wages as decided from time to time as per the category of worker, to the Service Provider. The wages will include the amount of statutory charges to be paid for and on behalf of the worker. However, the Wages including the statutory dues shall be paid by the Service Provider to the Worker and the concerned Government Authority respectively. (Challans shall be submitted by the Service Provider to Institute Every month.)	Charges Payable are 6% of Gross Wages excluding payment towards the statutory charges/dues.

8) Terms of Payments:

- That, on making payment the said Service Provider shall furnish its bill towards the services alongwith the copies of paid challans of statutory payments, to the Institute, as set out in negotiations, at the end of each calendar month.
- The said Service Provider will be reimbursed by the Institute within 30 days from the production of the bills along with the proof of the payment to its workers/ staff.
- The monthly bills of the said Service Provider shall be passed only if it is accompanied by the proof including following.
 - a. Payment of wages to all such staff engaged on the job during preceding month.
 - b. Payment towards the contributions of PF and ESIC with the concerned authorities (for the preceding month, as per the relevant statutes.

9) That, statutory deductions applicable, shall be deducted from all payments to be made to the said Service Provider, as per the rules and regulations in force and in accordance with the applicable laws. In case of any problems/ complaints regarding the services rendered by the staff/personnel of the Agency, the Institute has a right to deduct the payment and/or

withhold the payment due to the said Service Provider and the decision of the Institute in this regard, shall be final.

- 10) That, it is very much clear by and between the parties, that the persons provided by the said Service Provider shall be employees of the said Service Provider only. The Institute and the persons deployed by the said Service Provider shall have no employer - employee relationship. It is the responsibility of the said Service Provider to make it clear to the persons whose services are provided to the Institute that their employment is with the said Service Provider and not with the Institute. The said Service Provider shall be solely responsible for the liabilities and/ or responsibilities arising out of the employment, which is subject of this agreement.
- 11) That, in case, number of persons provided, by the said Service Provider, exceeds 50 (or as per prevailing provisions of the Labour Laws), said Service Provider shall produce Labour License issued in the name of the said Service Provider, from the Labour Commissioner and submit a copy thereof to the Institute within stipulated time period.
- 12) That, the said Service Provider shall provide its Registration documents and all other licenses/permissions from the appropriate authorities within a reasonable time and true copies thereof shall be submitted to the Institute and shall keep all the statutory licenses renewed from time to time during the tenure of this MOU.
- 13) That, the said Service Provider shall be responsible for compliance of all statutory provisions of the applicable statutes including Minimum Wages Act, Payment of Wages Act, Contract Labour Act, Gratuity Act, Employee State Insurance Act and provisions of Employees Provident Fund and all other labour and industrial enactment at its own risk and cost in respect of all staff employed by said Service Provider.

14) That, the said Service Provider hereby assures and agrees to indemnify the Institute for all actions initiated against it for any violation/non-compliance of any of the provisions of any of the statutory requirements and for any claims or suits in respect of any loss or damage suffered by the Institute due to the negligence or action or inaction on part of the employees/personnel of the said Service Provider.

15) That, the said Service Provider shall maintain all records required to be maintained under the statutory enactment and the Institute's authorized representatives shall be allowed to inspect all such records at any time.

16) That, the said Service Provider shall be responsible for all its workers, employees, in observing security and safety regulations and instructions as may be issued by the Institute from time to time.

17) The said Service Provider also undertakes not to sublet or assign its rights under this MOU to any third party without the written consent of the Institute.

18) That, the Institute shall at all times be entitled to terminate this Memorandum of Understanding for any reason including unsatisfactory performance or violation of the terms and conditions of this Memorandum of Understanding by the Service Provider. A 30 days clear notice in writing shall be served to the said Service Provider before terminating the MOU, however, in case of gross negligence or breach of terms of this MOU, the Institute shall be entitled to terminate the same forthwith without any notice.

19) Disputes and Resolution

The parties hereto agree to resolve the disputes if any, amicably amongst themselves through mutual negotiations and discussions. This MOU shall always be subject to the jurisdiction of the Courts at Pune.

Annexure A

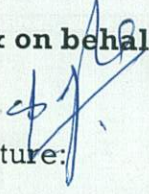
Certificate of ESIC registration of the said Service Provider.

Annexure B

Certificate of Employee's Provident Fund Registration


In witness whereof the parties hereto have hereunto set their respective hands the day and the year hereinabove mentioned

For & on behalf of Institute

Signature: 


Name: Dr. Santosh Deshpande
Director

For & on behalf of Agency

Signature: 

Name: Mr. Vishwas Kherdikar
Proprietor, Vision HRM

Witnesses:-


1. Name:-  Prashant B. Patil

Address:- Vadgaon Bk. Sinhogad Road, Pune.

Signature:- _____

2. Name:- Y. M. Kunte

Address:- Anandnagar, Sinhogad Road, Pune.

Signature:- 

VISION HRM

49/763, Lokmanya Nagar, Navi Peth, Pune : 411030.
Email : visionhrmindia@gmail.com Mob : 9822092474

Date : 09 Mar. 2023

VISION HRM FEB 2023																	
Name	UNIT	PF NUMBER	DOJ	Working Day's	Gross Salary	Employee Contr.	ESI 0.75%	PF 13%	ESI 3.25%	PT	Net Payble	Payble	Sub Total A(UNIT)	Extra Work	Cost to Unit	Service Charges 6% of A	Total
NILKANTH JADHAV	Mayur Colony	100783192929	01 November 2009	28	16016	1922	120	2082	521	300	13674	13674	18619		18619	1117	19736
DILIP BHINGARDIVE	Mayur Colony	101474668491	01 March 2019	28	8546	1025	64	1111	278	175	7281	7281	9934		9934	596	10530
BHARATI BHINGARDIVE	Mayur Colony	101474668489	01 August 2018	28	8378	1005	63	1089	272	0	7310	7310	9740		9740	584	10324
Mahesh Bhis	Mayur Colony	101022642827	01 July 2016	28	12041	1445	90	1565	391	300	10206	10206	13998		13998	840	14838
Varsha Biganiya	Mayur Colony		01 February 2023	28	8023	963	60	1043	261	0	7000	7000	9327		9327	560	9886
					53004	6360	398	6891	1723	775	45471	45471	61617	0	61617	3697	65314

Vishwas Kherdikar
For VISION HRM

stitute on the following terms and conditions.

**OW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY
ND BETWEEN THE PARTIES HERETO AS FOLLOWS.**