



भाकृअनुप- प्याज एवं लहसुन अनुसंधान निदेशालय

राजगुरुनगर, पुणे- 410505 (महाराष्ट्र)

ICAR- Directorate of Onion and Garlic Research

Rajgurunagar, Pune-410505 (Maharashtra)

Phone No.(02135) 222026, Fax: (02135) 224056, Email: director@dogr.res.in



फाईल संख्या:- 15-78/S&P/Contractual/2015-16/

दिनांक:- 21/02/2015

कार्य आदेश / Work Order

सेवा में / To

मैसर्स धैर्य सिक्यूरिटी एवं लेबर सर्विसेस / M/s Dhairya Security & Labour Services

ए.पी.नारायणगाँव, तालूका- जुन्नर / A/P Narayangaon, Taluka- Junnar

जिला-पुणे- 410504 (महाराष्ट्र) / Distt- Pune- 410504 (Maharashtra)

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विषय:- प्याज एवं लहसुन अनुसंधान निदेशालय, राजगुरुनगर, पुणे के लिए वार्षिक कार्य अनुबंध आधार पर एक वर्ष के लिए संविदात्मक कार्य हेतु कार्य आदेश देने के बारे में।

Subject: - Work order for Award of Annual job contract for Contractual Work at DOGR, Rajgurunagar, Pune for the period of one year- reg.

संदर्भ:- डी.ओ.जी.आर. टेंडर नोटीफिकेशन सं- 3-70/S&P/2014-15/ दिनांक 12/12/2014.

Reference: DOGR tender notification no. 3-70/S&P/2014-15/ dated 12/12/2014.

महोदय,

उपरोक्त विषय के संदर्भ में मुझे आपको यह सूचित करने के लिए आदेशित किया गया है कि प्याज एवं लहसुन अनुसंधान निदेशालय, राजगुरुनगर, पुणे के लिए वार्षिक कार्य अनुबंध आधार पर एक वर्ष के लिए (01/03/2015 से 28/02/2016) संविदात्मक कार्य हेतु निदेशक, प्याज एवं लहसुन अनुसंधान निदेशालय, राजगुरुनगर द्वारा आपको चयनित किया गया है। साथ ही यह भी सूचित किया जाता है कि यह कार्य आदेश टेंडर दस्तावेज में वर्णित नियम एवं शर्तों तथा आपके द्वारा प्रस्तावित दरों, सेवा प्रभार एवं न्यूनतम वेतन (केंद्रीय श्रम आयुक्त द्वारा समय समय पर संशोधित) के साथ सक्षम अधिकारी के अनुमोदन पर आधारित है। श्रेणीवार दैनिक मजदूरी (ठेकेदार के सेवा प्रभार सहित) इस प्रकार है:- (1) उच्च कृशल, रूपये- 289.00 प्रतिदिन, (2) कृशल, रूपये:- 266.00 प्रतिदिन एवं (3) अकृशल, रूपये:- 239.00 प्रतिदिन।

यह कार्य अनुबंध ठेकेदार द्वारा रुपये 100.00 के एक गैर न्यायपालिका स्टॉप पेपर पर हस्ताक्षर और समझौते के अधीन सुरक्षा राशि जमा करने पर दिनांक 01/03/2015 से या कार्य आरम्भ होने की तिथि से एक वर्ष के लिए प्रभावी है। यह अनुबंध शुरू में एक वर्ष (01/03/2015 से 28/02/2016) के लिए है और संतोषजनक या असंतोषजनक सुविधाओं के आधार पर एक और वर्ष के लिए बढ़ाया या समय से पहले घटाया भी जा सकता है। इस विषय में आपको आदेशित किया जाता है कि निदेशालय को पूर्व सूचना के साथ कार्य आदेश के अनुसार कार्य आरम्भ करें।

Sir,

With reference to above, I am directed to inform you that Director, DOGR, Rajgurunagar, Pune is pleased to award the annual job contract for Contractual work at DOGR, Rajgurunagar, Pune for the period of one year (01/03/2015 to 28/02/2016) to you. It is also informed to you that work order is based on terms and conditions, rates, service charges and minimum wages (amended time to time by the Central labour commission) quoted in your tender document and approved by the competent authority. Category Wise Daily Wages (Including Service charges of the contractor) are as follows:- (1) Highly Skilled Rs 289.00 per day, (2) Skilled 266.00 per day and (3) Un-Skilled 239.00 per day.

The contract shall be effective from the date 01/03/2015 or when the work actually commenced, subject to the agreement signed on a non judiciary stamp paper of Rs. 100.00 and security deposition by the contractor. This contract is for a period of 1 year initially (01/03/2015 to 28/02/2016) and may be extended for one year OR curtail before one year subject to satisfactory OR unsatisfactory services. Further you are advised to start work as per work order with early intimation to this office.

प्रति / Copy to:-

1. प्रभारी प्रखेत्र, प्या. लह.अनु. निदेशालय, कालूस क्षेत्र / Incharge Farm, DOGR, Kalus farm.
2. सहा.वित्त एवं लेखा अधि. / AF&AO DOGR, Rajgurunagar.
3. नकदी एवं बिल विभाग / Cash & Bill Section DOGR, Rajgurunagar.
4. निदेशक के निजि सचिव को निदेशक महोदय हेतु / PS to Director, for Director, DOGR.

प्रशासनिक अधिकारी / Administrative Officer

निदेशक, प्या. लह.अनु. निदेशालय, राजगुरूनगर की ओर से / On behalf of Director, DOGR, Rajgurunagar

नियम एवं शर्तें / Terms and conditions:-

I. सामान्य शर्तें / General conditions:-

1. The contract shall be effective from the date 01/03/2015 to 28/02/2016 for one year only and may be extended for one more year OR curtail before one year subject to satisfactory OR unsatisfactory services.
2. The Highly skilled, skilled, and unskilled persons/workers will be required in Office, laboratories, field, onion storage structures stores and offices for assisting scientists in different works.
3. The firm/contractor is liable to deposit all applicable taxes i.e sales tax/ service tax/ Proficiency tax into the Govt. account as per the order issued by Govt. of India/Maharashtra and shall follow all rules and regulation at specified in CL-(RA) Act 1972 (MS).
4. The agency shall be responsible for the payment of minimum wages (including Basic, VDA, PF, ESIC/WC Policy & Bonus) to the labours deployed by him as find fixed from time to time by the Assistant labour commissioner (Central) Pune (GOI).
5. If during the currency of the contract agreement any person out of those engaged by the agency/contractor got injured for become disable while performing their duty and the injury or disablement causes the liability of such payment to such workers under workmen compensation Act 1923 (as amended time to time) shall rest with the agency/contractor. The agency/contractor will have to abide by the terms and conditions laid down for such contracts as per the contract labour (regulation and abolition) Act 1972 of Govt. of India. This Directorate will not bear any liability on this account.
6. The contractor shall indemnify and keep indemnified the DOGR from any claims, loss or damages/ accident of workers that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, DOGR shall be final and binding on the contractor.
7. The agency shall obtain license from the office from assistant labour commissioner (Central), Pune, if the labour are 20 or above also they have to complete all documentation formalities within 30 days after receiving of this letter.
8. The workers provided by the agency and persons so engaged by the contractor under this contract will not be the employee of DOGR (ICAR) and there will be no employer- employee relationship between DOGR (ICAR).
9. It is further clarified that under no circumstances, the staff member and /or the workmen/employees or the Agency shall be treated, regarded or considered or deemed be the employees of the ICAR/DOGR.
10. The Agency shall render the services on job contract basis, which includes PF, ESI/WC contribution, Bonus and any other statutory provisions and liabilities to be discharged by the Agency.
11. The agency agrees to indemnify against any claim that this office may have to meet in respect of their staff members and /or workman/employees on account of any accident or for any other reason.
12. The Contractor will have to provide all prospects clothing and other items to the labours deployed by him for safety from insecticides fungicides and snake bites etc. In case there is any such incidence with any labour the contractor will be fully responsible to pay compensation to the labours and this office will not be responsible in any way.
13. Initially the term of the contract will be for one year. On the expiry of the contract or its termination, The Director DOGR reserves the right to renew the contract on monthly/yearly basis on the terms and conditions that may then be mutually agreed upon.

II. निष्पादन सुरक्षा जमा / Performance Security deposit:-

An amount of rupees 3,40,000.00 (Three Lakh forty thousand) only must be deposited by the contractor in the form of Demand Draft/STDR/Bank Guarantee, towards performance security deposit for the said contract. The security shall be refunded to the contractor only after satisfactory completion of the contract or adjust any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with this office/ Centre.

III. भुगतान की विधि / Mode of payment:-

1. The agency shall submit monthly bills for the job performed during the preceding month along with proof of contribution made for ESI/EPF, wages disbursement and detail of taxes paid by him. The Payment should be made to labours regularly and in time by the Contractor in presence of a DOGR representative. This office shall make payment directly to the firm's Bank account by the mode of RTGS/NEFT. However all applicable taxes/ TDS shall be deducted at source from the monthly bills of the contractor as per Govt. rule.
2. The bill should be furnished along with stamped receipt in favour of The Director, Directorate of Onion and Garlic Research, Rajgurunagar, Pune. Under no condition, ICAR/DOGR shall be made liable for additional monetary involvement besides that what has been mutually agreed upon and no extra charges shall be paid to the contractor.

3. Payment of the monthly bills of the contractor will be released by DOGR only on completion of all mandatory formalities along with the record of payment made to workers and deposition of taxes into Govt. account on monthly basis and shall ensure that the payment is made as per Minimum wages Act. If the contractor is unable to complete such formalities, the payment will be withheld till the completion of all these things and contractor will himself be responsible for such delay in payments. In case the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of competent authority whose decision shall be final and binding on the Agency.

IV. अन्तर्घ की समाप्ति / Termination of Contract:-

1. The contract can be terminated at any point of time if the services of the firm are not found satisfactory and the security money will be forfeited. In such an event, the work of the Job Contract shall be got done from other source at the expenses of the defaulting firm. The contractor will comply with all the laws and bye laws of Central Govt. / State Govt. relating of this contract.
2. Director, DOGR reserves the right to curtail or terminate the period of contract or to extend its duration in the interest of the DOGR (Council), for any justifiable reasons, not mandatory to be communicated to the contractor.
3. It is expressly agreed/ understood that this office at its discretion will terminate the agreement in case of following conditions.
 - a. If the agency fail to execute the work entrusted to the satisfaction for which this office shall be the sole judge.
 - b. If the agency fails to discharge their legal obligations towards the security personnel employed at DOGR premises.
 - c. If the agency is not able to perform their part under this agreement for continuous period of ten days or more.
 - d. If the agency commits breach of any of the clauses of the agreement.
4. If any question or dispute arises between the parties her to or their representatives with respect to the meaning or effect of any caused of this agreement or about the rights of liabilities to the parties here to, then such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the office.
5. The award of work shall be governed by the provisions of Arbitration & Conciliation Act 1996 for the time being in force in Indian union and shall be binding on both the parties hereto.

V. तरलता नुकसान, दंड प्रावधान / Liquidated Damages, Penalty Clause:-

1. An amount of Rs. 1000/- will be levied as liquidated damages per day. Whenever and wherever it is found that the workers are not provided as per our requirement and work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by DOGR, and if no action is taken within one hour liquidated damages clauses will be involved.
 2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
 3. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 1000/- per worker per day will be deducted from the bill.
- In case of any loss or damage done to the property of this Office by the personnel provided by the agency for the said work at DOGR, Rajgurunagar, full damage will be recovered from the agency and decision of the Director, DOGR, Rajgurunagar, shall be a binding on the agency.
 - Receipt of this letter may be acknowledged.
 - All the disputes are subject to Rajgurunagar Jurisdiction.

प्रशासनिक अधिकारी / Administrative Officer