

30/100

5

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH
GUWAHATI-05

(DESTRUCTION OF RECORD RULES, 1990)

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R.A/C.P No.
E.P/M.A No.

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SECTION OFFICER (Judl.)

Sanjit
3/12/17

FORM NO.4
(See Rule 42)

IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH : : : : GUWAHATI

ORDER SHEET
APPLICATION NO 117/2001 OF 200

Applicant (S) *Shi Nayan Bhuyan*

Respondent(s) *Union of India and or.*

Advocate for Applicant(s) *Mr. B. P. K. Jha & Mr. S. G. Sharma*

Advocate for Respondent(s) *Mr. P. B. Bora & Mr. M. M. Choudhury*
C. G. S.

Notes of the Registry

Date

Order of the Tribunal

28.3.2001

Heard the learned counsel for the applicant. The application is admitted. Call for the records. Issue notice as to why interim order as prayed for shall not be granted, returnable by four weeks. List it for orders on 25.4.01. In the meantime the applicant shall not be disengaged.

[Signature]
Vice-Chairman

nkm

[Signature]
29/3/01

25.4.2001

Four weeks time allowed to the respondents to file written statement. List for orders on 30.5.01. The interim order dated 28.3.2001 shall continue.

[Signature]
Vice-Chairman

nkm

[Signature]
28/4/01

for *[Signature]*
IPO/B *[Signature]*
Dated *[Signature]*
1/2 Dr. Registrar 28/3/01

[Signature]
Regd. Secy
[Signature]

[Signature]
28.3.2001

[Signature]
Notice
issued to the
respondents on
28.3.2001

[Signature]

N
 Originald 30/5/01
 Communicated to the
 learned counsel, vide
 D.O. No. 3073 dt 7/6/01
 14/6/01

30.5.01

List the matter in presence of Mr. A. Deb Roy, Sr. C.G.S.C. for the respondents on 27-6-2001. Meanwhile, the interim order passed on 28-3-2001 shall remain operative until further order.

[Signature]
 Vice-Chairman

bb

NS
 31/5/01

No. written statement
 has been filed.

27.6.01

List on 1.8.01 to enable the respondents to file written statement.

3/8
 26.6.01

[Signature]
 Vice-Chairman

lm

31-7-2001

1.8.01

List on 29.8.01 to enable the respondents to file the written statement.

No. W/statement
 has been filed
Don

[Signature]
 Vice-Chairman

lm

No. written statement
 has been filed.

29.8.01

List again on 28/9/01 to enable the respondents to file written statement.

2/9
 28.8.01

[Signature]
 Vice-Chairman

mb

No. written statement
 has been filed.

28.9.01

Written statement has not been filed. List on 16.11.01 for filing of written statement.

3/11
 24.9.01

[Signature]
 Vice-Chairman.

16.12.2001

lm

W/S submitted 21.11.01
 by the Respondents No. 1 & 2.

Heard Mr. M.K. Mishra learned counsel for the applicant. Mr. B.C. Pathak, learned Addl. C.G.S.C. stated that the written statement is ready and is being ready for process of filing. List on 12.12.01 for hearing.

[Signature]
 Member

[Signature]
 Vice-Chairman

lm

Notes of the Registry	Date	Order of the Tribunal
W/S has been filed.	12.12.01	None present for the applicant. List the matter for hearing on 18.1.02.
By 17.1.02.	mb	16 Ushara Member
	18.1.02	None is present for the applicant. Mr.A.K.Choudhury, Addl.C.G.S.C. makes a request for adjournment on behalf of Mr.B.C Pathak, Addl.C.G.S.C. Prayer is allowed. List on 27.2.02 for hearing.
	lm	16 Ushara Member
	27.2.2002	Mr.B.C.Pathak, learned Addl.C.G.S.C. informed that he has received a request from the learned counsel for the applicant to make a prayer for adjournment on his behalf. The matter has been listed earlier for hearing and the learned counsel for the applicant have been absented. Another chance is allowed. List the case again for hearing on 13.3.2002.
W/S filed on behalf of R.No. 1 & 2.	bb	16 Ushara Member
By 21.3.02.	13.3.02	Mr P.P.Barua, learned counsel for the applicant wanted to argue the case when the Court was ^{about} to rise. As the counsel for the respondents is not available at this stage the matter is adjourned. List again on 22.3.02 for hearing.
	pg	16 Ushara Member

Notes of the Registry

Date

Order of the Tribunal

22.3.02

18.4.2002

Copy of the
Judgment has been
sent to the Office
for issue to me to
the applicant as well
as to the A.D.J. C.S.C.
in the Registry

lm

Heard learned counsel for the
parties. Judgment delivered in open Court.
Kept in separate sheets. Application is
allowed. No costs.

Member

For 2/
26.4.2002

CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH

O.A.No....**119 of 2001**... of

DATE OF DECISION..**22.03.02**..

Shri Nagen Bhuyan

PETITIONER(S)

**Mr.B.P.Kataki, Mr.S.K.Sharma, Mr.P.P.Barua
Mr.M.R.Mishra.**

ADVOCATE FOR THE
PETITIONER(S)

-VERSUS-

Union of India & Ors.

RESPONDENT(S)

Mr.B.C.Pathak, Addl.C.G.S.C.

ADVOCATE FOR THE
RESPONDENT(S)

THE HON'BLE

MR.K.K.SHARMA, ADMINISTRATIVE MEMBER

THE HON'BLE

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporter or not ?
3. Whether their Lordships wish to see the fair copy of the judgment ?
4. Whether the Judgment is to be circulated to the other Benches ?

Judgment delivered by Hon'ble **ADMINISTRATIVE MEMBER**

K. L. Sharma

X

**CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH**

Original Application No.119 of 2001

Date of Order: This the 22nd Day of March 2002.

HON'BLE MR.K.K.SHARMA, ADMINISTRATIVE MEMBER

1. Sri Nagen Bhuyan,
Son of Sri Madan Bhuyan,
Resident of Village, Upper Baghmara,
P.O.Chariali, District-Sonitpur, Assam ... Applicant

By Advocate Mr.B.P.Kataki, Mr.S.K.Sharma,
Mr.P.P.Barua, Mr.M.R.Mishra,

-Vs-

1. Union of India,
Represented by the Secretary,
Government of India,
Ministry of Agriculture,
New Delhi.
2. The Director,
North Eastern Region Farm Machinery,
Training and Testing Institute,
Ministry of Agriculture,
(Department of Agriculture & Co-Operation)
Biswanath Chariali-784176,
District-Sonitpur, Assam ... Respondents

By Advocate Mr.B.C.Pathak, Addl.C.G.S.C.

O R D E R.

K.K.SHARMA, MEMBER (ADMN):

In this application under Section 19 of the Administrative Tribunal Act, the applicant has made a prayer to direct the Respondents to regularise the service of the applicant. The applicant was engaged as Chowkider-Cum-Farm Mate by respondent No.2 with effect from 21.8.1991. The name of the applicant was sponsored by the Employment Exchange and the applicant has been working since the year 1991 but his service has not been regularised till date.

10/11/02

contd/-

Vide Notice dated 12.3.1999 (Annexure B) the Respondent No.2 invited the tenders from the experienced persons on contract basis for the works of preparation of Breakfast. Lunch, dinner for the trainees of the Institute. The terms and conditions included cleaning of rooms occupied by the Trainees and cleaning of utensils, for making water arrangements, cooking meals, carriage of luggage. The applicant was appointed as such and was paid fixed sum of amount which was Rs. 1600/- per month during the period of March, 2000. Such contract was renewed from time to time on monthly payment. The applicant was continued in service up to July 2001, when his services were terminated. The applicant represented for regularisation of service of the applicant. He has been denied temporary status and the benefit of regular service .

2. Heard Mr.P.P.Barua learned counsel appearing on behalf of the applicant. Mr.Barua submits that the applicant should be given the benefits of temporary status and the regularisation on the basis of Casual Labourer(Grant of Temporary Status and Regularisation Scheme) 1993. Mr.P.P.Barua learned counsel for the applicant has been heard at length. The Respondents have filed their written statement. Mr.B.C. Pathak, learned Addl.C.G.S.C. supported the averments made in the written statement. Mr.B.C.Pathak, learned Addl.C.G.S.C. argued that the applicant was engaged on contract basis and the applicant was Seasonal Labour and the termination of Seasonal Labourer does not amount to retrenchment. He relied upon the decision, AIR 1997 SC 2698, AIR 1996 SC 332, AIR 1996 SC 1001 for the submission termination of Seasonal Labourer does not amount to retrenchment. Mr.Pathak also submits that the applicant is a contract labour engaged on

contd/-

contract for a particular period on a fixed amount as determined from time to time. The applicant has no right to ask for temporary status or regularisation of his service as he had never been in service under the respondents.

3. I have heard the learned counsel for the parties at length and I have perused the records. From the materials on records it is seen that the applicant has been working in the North Eastern Region Farm Machinery Training and Testing Institute from the year 1991 with some artificial breaks. From the written statement filed by the Respondents it is seen that the applicant has been engaged as under:

Aug 1991	-	December 1991
February 1992	-	July 1992
September 1993	-	June 1993
August 1993	-	November 1993
January 1994	-	March, 1994
May 1994	-	July 1994
September 1994	-	November 1994

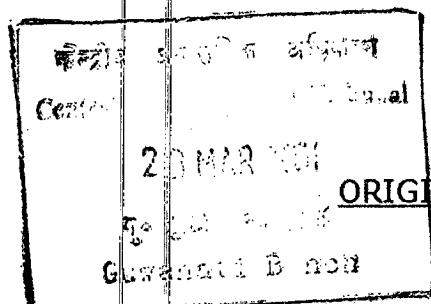
This shows that the applicant has worked more than 240 days in more than one year. As the applicant has worked more than 240 days in a year, the applicant is entitled to get the benefit of temporary status. The Respondents are directed to consider the case of the applicant for conferment of temporary status and the Respondents should give to the applicant the consequential benefits including the regularisation of service as per Casual Labourers Grant of Temporary Status and Regularisation Scheme 1993. The respondents are also directed to reengage the applicant at the earliest.

The application is accordingly, allowed. There shall however, no order as to costs.

K.K. Sharma
(K.K.SHARMA)
ADMINISTRATIVE MEMBER

LM

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL : GUWAHATI BENCH:
GUWAHATI.



ORIGINAL APPLICATION NO. 119 OF 2001.

Sri Nagen Bhuyan

..... APPLICANT.

- VS -

Union of India and Others

..... RESPONDENTS.

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4.	Copy of a notice dated 12-3-99 inviting tender by the Respondent No.2. <u>ANNEXURE-B.</u>	10
5.	Copy of acceptance letter dated 20-4-2000 issued by the Respondent No.2. <u>ANNEXURE-C.</u>	11-12
6.	Copy of the Representation dated 14-7-2000 Submitted by the Applicant. <u>ANNEXURE-D.</u>	13

Filed by

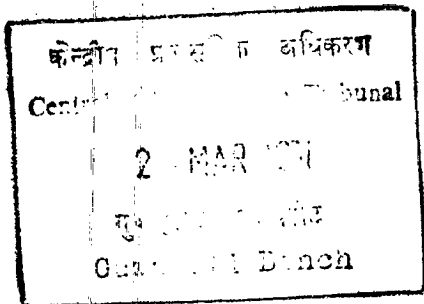
(MANOJ K. MISRA

)
Advocate

Filed by the
Applicant
through
Mamoi K. Misra
Advocate
21/03/2001

BEFORE THE CENTRAL ADMINISTRATIVE TRIBUNAL : GUWAHATI BENCH:
GUWAHATI.

ORIGINAL APPLICATION NO. 119 OF 2001.



Sri Nagen Bhuyan,
Son of Sri Madan Bhuyan,
Resident of Village: Upper Baghmara,
P.O. - Chariali, District - Sonitpur, Assam.

..... APPLICANT.

- VS -

- 1) Union of India,
Represented by the Secretary,
Government of India,
Ministry of Agriculture,
New Delhi.
- 2) The Director,
North Eastern Region Farm Machinery
Training and Testing Institute,
Ministry of Agriculture,
(Department of Agriculture & Co-operation)
Biswanath Chariali - 784 176,
District - Sonitpur, Assam.

..... RESPONDENTS.

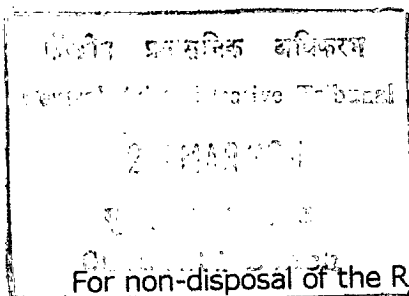
DETAILS OF THE APPLICATION

I) PARTICULARS OF THE ORDER AGAINST WHICH THE APPLICATION IS MADE:

The present application under Section 19 of the Administrative Tribunal Act, 1985 is being made

- (i) To direct the Respondents to regularize the service of the Applicant in a Class-IV post in the North Eastern Region Farm Machinery Training and Testing Institute, Ministry of Agriculture (Department of Agriculture & Co-operation), Biswanath Chariali - 784 176, District- Sonitpur, Assam.

Contd.....pg 2/....



- (ii) For non-disposal of the Representation submitted by the Applicant on 14th July, 2000 before the Respondent No.2 the Director of the North Eastern Region Farm Machinery Training and Testing Institute, Ministry of Agriculture (Department of Agriculture & Co-operation), Biswanath Chariali - 784 176, District- Sonitpur, Assam praying for regularizing his service in Class-IV post till date.

2) JURISDICTION OF THE TRIBUNAL:

The Applicant declares that the subject matter of the present application is within the jurisdiction of this Hon'ble Tribunal.

3) LIMITATION:

The Applicant declares that the present application fulfills the legal requirements of the Limitation as prescribed in Section-21 of the Administrative Tribunal Act, 1985.

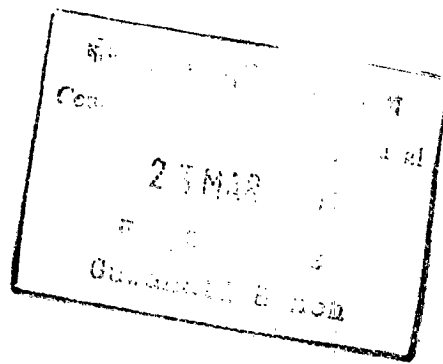
4) FACTS OF THE CASE:

4.1) That the applicant is a citizen of India by birth and a permanent resident of District-Sonitpur, Assam and belongs to Koch Rajbongshi Community of Assam. As such he is entitled to all the rights and privileges guaranteed to him by the Constitution of India and the laws framed there under.

4.2) That the Government of India, Ministry of Agriculture under its Department of Agriculture and Co-operation established Farm Machinery Training and Testing Institute for the North Eastern Region of India at Biswanath Chariali in the Sonitpur District of Assam for giving various training with regard to agricultural farm machineries. That the applicant further states that the said Institute provides all necessary facilities to the Trainees including the hostel and mess facilities.

4.3) That the applicant states that he studied up to Class-IX, but could not pursue his study any further due to sever financial constraints in the family and looked out for various amenities. The applicant also registered his name with the Employment Exchange of Biswanath Chariali under the Department of Labour, Government of Assam in July 1988.

4.4) That the applicant states that after establishment of the said Farm Machinery Training Institute at Biswanath Chariali as per its requirement for various posts of Peon, Chowkidar and sweeper, Biswanath Chariali Employment Exchange



sponsored the names of several candidates including that of the applicant for the post of Chowkidar. Thereafter the Respondent No.2 engaged the applicant on Master Roll as Chowkidar-cum-Farm Mate and for watch and ward even on night duties on daily wages basis since 21-08-1991.

4.5) That the applicant states that he discharged his duties in the said capacity sincerely and to the best of his ability, without any blemishes and to the entire satisfaction of all concerned since his initial engagement and therefore the Respondent No.2 continuously engaged him in the said capacity on daily wage basis up to 1995 but his service has not been regularized till date.

A copy of the certificate dated 31-3-1995 issued by the Director of the Institute showing that the applicant had been working in the said Institute on daily wage basis since 1991 is annexed herewith and marked as ANNEXURE -A.

4.6) That the applicant states that since November, 1995 the applicant has been continuously engaged by the Respondent No.2 for the following works namely:

- (i) Preparation of Breakfast, Lunch and Dinner for the trainees of the Institute;
- (ii) Cleaning of Rooms occupied by the trainees in the camps of the institute as well as cleaning of Kitchen and utensils used for meals etc;
- (iii) Water arrangements and
- (iv) Security of Luggages etc. of trainees day and night.

4.7) That the applicant states that the hostel and mess of the institute have been set up as a welfare measure and are directly controlled and supervised by the Respondents. The Respondent No.2 has complete and total control over the hostel and its mess and the worker works therein with regard to their recruitment/termination, payment of salaries etc.

4.8) That the applicant states that the entire peripherals of the hostel and the mess including the space, premises, fixtures, furniture, utensils, electricity, water, fuels etc. are being provided by the Respondents for the aforesaid purpose and also owned by them. The applicant has only to act and manage the cooking work under the close supervision of the Hostel Superintendent appointed by the Director of the Institute, the Respondent No.2. Further, for arranging the cooking material and keeping the accounts thereof, generally a Committee of Trainees headed by the Hostel



etc.
element
s binding

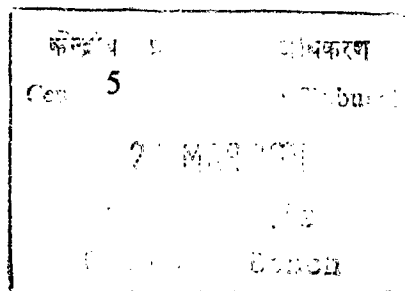
4.9)

A copy of such notice inviting tender by the Respondent No.2 dated 12-3-99 and such acceptance letter dated 20-4-2000 issued by the Respondent No.2 allowing the applicant for such work are annexed here with and marked as ANNEXURE -B & C respectively.

4.10)

4.11)

4.12)



Respondents are responsible for the Hostel and the Mess of the Institute and the workers working therein and have administrative and other control over it. Further there is a master and servant relationship between the Respondents and the workers working therein.

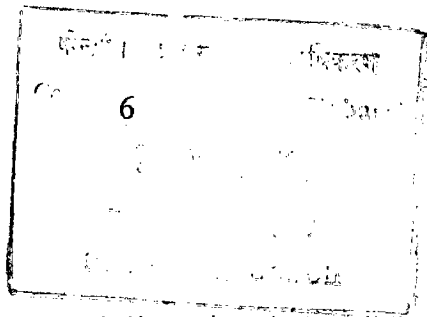
4.13) That the applicant states that in spite of a clear existence of an employer - employee relationship between the Respondents and the applicant he has been denied the status of a regular employee as also regular scales of pay and other service benefits corresponding to those employees constituting the sub-staff category. The applicant prayed before the Respondent for his absorption as a regular employee of the said institute on several occasions but without any degree of success. The applicant further states that the Respondents cannot shirk or shy away from denying the status of regular employee to the applicant and regular salaries and other allowances due to employee of the other sub-stuff category.

4.14) That the applicant states that as the Respondents are continuously engaging him and extracting his service in the said institute 1991 in various capacities like Chowkidar-cum-Farm Mate, as watch and ward and as cook cum cleaner and guard till date, all these events have further strengthened the hope generated in the applicant's mind and created bonafide and legitimate expectations that his service will be regularized by the Respondent as there is a permanent need for such worker.

4.15) That the applicant states that there is a obligation on the part of the Respondents to provide and maintain Hostel and Mess facilities for the uses of the trainees in the said Institute and as such the said Hostel and the Mess becomes a part of the said establishment and therefore, the workers employed/working in such Hostel and Mess are the employees under the Respondents.

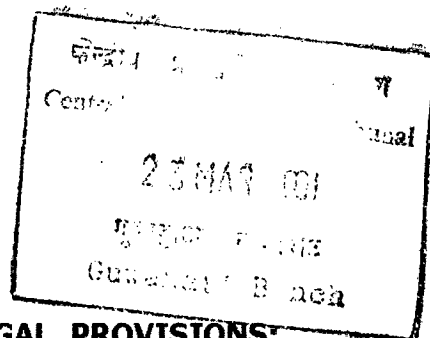
4.16) That the applicant states that the as the Hostel and the Mess of the Institute is a part of the said Institute itself and the applicant working continuously in the said Hostel and Mess is an employee of the said Institute under the Respondents and therefore the Respondents are bound to regularize the service of the applicant.

4.17) That as the Respondents did not take any steps to regularize the service of the applicant he filed a representation before the Director of the Institute, the Respondent No.2 on 14-7-2000 which was duly received by the concerned authority praying for regularization of his service but till date the said representation has not yet been disposed of.



A copy of such representation dated 14-7-2000 submitted by the applicant before the Respondent No.2 is annexed herewith and marked as ANNEXURE-D.

- 4.18) That the "Security of tenure is necessary for an employee to give his best to the Job" and the Hon'ble Supreme Court in its scores of decision has deprecated the exploitation of workers by the Governmental Agencies. The Apex Court has emphasized upon the necessity of Government acting in conformity with the principles enshrined in Part-IV of the Constitution of India in tune with Fundamental Rights enshrined in Article 14 and 16 of the Constitution of India.
- 4.19) That the applicant states that the Respondents having extracted the service of the applicant for such a long time, they are legally bound to regularize his service. The continuation of service of the applicant coupled with the permanent nature of work and the existing need for manpower provides that there is a permanent need for the service rendered by the applicant and as such, the services of the applicant is to be regularized. The need for permanent employment is also apparent from the fact that the services of the applicant has been extended from time to time.
- 4.20) That the applicant states that the State should not exploit its employees nor it should seek to take advantage of helplessness and misery of other employed persons or the employees. The State being the model employer is required to permanently absorb the applicant who have been rendering their continuous and unblemished services for such a long period of time and discharging duties and functions as a daily wage earner for such period. It is being the principles of law that if the employment is continuing on daily wage basis for a long period of time then there is need and warrant for regular absorption and as the applicant have already put in their services for about ten years of time, the Respondents are legally bound to regularize his service.
- 4.21) That the applicant states that the State is bound to act fairly and cannot act at its own whims and caprices. As the applicant fulfills the requisite criteria for getting the post of Chowkidar-cum-Farm Mate, as a watch and ward and as a cook cum cleaner and guard and possesses all necessary experiences, the entire actions of the Respondents extracting the service of the applicant for such a long period without regularizing his service is illegal, unfair and not reasonable.
- 4.22) That this application is filed bonafide and in the interest of justice.



5) GROUND FOR RELIEF WITH LEGAL PROVISIONS:

- 5.1) For that the actions of the Respondents in not regularizing the service of the applicant is in gross violation of the Article 14 and 16 of the Constitution of India.
- 5.2) For that prolonged procrastination and inaction on the part of the Respondents in regularizing the service of the applicant violates the mandate of the Part -III and IV of the Constitution of India.
- 5.3) For that the action of the Respondents in not paying any heed to the representation of the applicant is arbitrary, unfair, capricious, unjust and in defiance of the principles of equity and fair play

6) DETAILS OF THE REMEDIES EXHAUSTED:

That the applicant declares that he has availed all the remedies available to him and has left no other alternative remedy except to approach this Hon'ble Tribunal by way of filling this application.

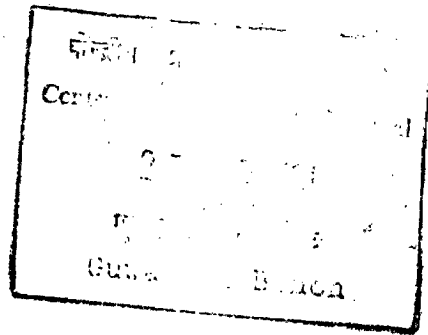
7) MATTERS NOT PREVIOUSLY FILED OR PENDING WITH ANY OTHER COURT.

The applicant further declares that he has not previously filed any application, writ petition or suit regarding the matter in respect of which this application has been made, before any court or any other authority or any other Bench of the Tribunal nor any such application, writ petition or suit is pending before any of them.

8) RELIEFS SOUGHT:

In the premises aforesaid, the applicant prays for the following reliefs-

- i) Direction to the Respondents to regularize the service of the applicant within a specified period of time with all other consequential benefits.
- ii) Any other relief to which the applicant is entitled to under the facts and circumstances of the case.
- iii) Pass any such other order or orders, as this Hon'ble Tribunal may deem fit and proper so as to give full and complete final relief to the applicant in the facts and circumstances of the case.



9) **INTERIM RELIEF PRAYED FOR:**

In the facts and circumstances of the case, pending final decision of the application, the applicant seek the following interim reliefs-

- i) Pending of the present application shall not be a bar for the Respondents to regularize the service of the applicant.
- ii) Not to disturb/terminate the applicant as cook cum cleaner and guard of the Hostel and Mess of the Farm Machinery Training and Testing Institute (N.E.), Biswanath Chariali, District-Sonitpur, Assam even after 31-3-2001 as per Respondent No.2's work order dated 20-4-2000 and to pay his salary regularly.
- iii) Pass such other order or orders, as this Hon'ble Tribunal may deem fit and proper so as to give full and complete interim reliefs to the applicant.

10) **PARTICULARS OF THE INDIAN POSTAL ORDER:**

- i) I.P.O. No. : 5G 422690
- ii) Date : 18-03-2001.
- iii) Payable at : Guwahati.

11) **LIST OF ENCLOSURES:**

As stated in the index.

V E R I F I C A T I O N

I, Shri Nagen Bhuyan, Son of Sri Madan Bhuyan, aged about 31 years, by occupation service, Resident of Village - Upper Baghmara, P.O. - Chariali, District - Sonitpur, Assam do hereby solemnly affirm and declare that the statements made in this application are true to my knowledge and belief and I have not suppressed any material facts.

And I sign this verification on this the 20th day of March, 2001.

Through Emp Exch 1991 -
upto 1995 - attached regularization

10- Tardh

From J. M. 2001 - removed from
service

Nagen Bhuyan

S I G N A T U R E

Telegram : TRAKCENTRE
Telephone :



सुशील कुमार मिश्रा
निदेशक
S. K. MISRA
Director

भारत सरकार
कृषि यन्त्र प्रशिक्षण एवं परीक्षण संस्थान (उ० पू०)
कृषि मंत्रालय (कृषि एवं सहकारिता विभाग)
विश्वनाथ चारिअली-784176
जिला सोनितपुर (असम)

GOVERNMENT OF INDIA
FARM MACHINERY TRAINING & TESTING INSTITUTE (N.E.)
MINISTRY OF AGRICULTURE
(Department of Agriculture & Co-operation)
BISWANATH CHARIALI - 784176
Distt. : SONITPUR (Assam)

Dated :

No.3-1/91-BA.

Dated the 31st March, 1995.

C E R T I F I C A T E

Certified that Shri Nagen Bhuyan
son of Shri Madan Bhuyan has been working at
this Institute on daily wage rate basis from time to
time since 21.08.1991.

He is sincere, hard worker and honest to Govt.
Work.

I wish him successful in his future life.

S. K. Misra
DIRECTOR,
North - Eastern Region Farm
Machinery Training & Testing Institute
Biswanath Chariali, (Dist.) Sonitpur

Attested

Margi K. Misra
Advocate

Govt. of India
North Eastern Region Farm Machinery Trg. & Testing
Institute, Biswanath Chariali- 704 176
Distt. Sonitpur (Assam)

No. B-6/94-TRG

Dated the 12/3/99

NOTICE

The Director, NERFNTITI, Biswanath Chariali, Distt. Sonitpur (Assam) hereby invites the tenders from the experienced persons of the locality, on plain paper, for the work of preparation of Breakfast, Lunch, dinner for the Trainees of this Institute, on contract basis for the period from 1.4.99 to 29.2.2000 latest by 30.3.99 at 3.00 PM sharp on the following terms and conditions :-

01. Place of work - Complex of the NERFNTITI, Biswanath Chariali (Assam).
02. Cleaning of rooms occupied by the Trainees and cleaning of utensils which will be provided by this Institute.
03. For making water arrangements.
04. Security of Luggage etc. of the Trainees day and night.
05. The work will be awarded for the period from 1.4.99 to 29.2.2000 but Contractor may not be engaged during the period when there is no training programmes and/or trainees are not in position.
06. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
07. The contractor concerned will have to deposit a security Deposit of Rs.1000.00 only (Rupees one thousand only) with this Institute which will be refunded to the Contractor on successful completion of the period of contract. In case, the contractor fails to abide by the terms of this contract the security deposit of Rs.1000.00 only shall be forfeited.
07. The Contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be nominated by the Director of the Institute.
08. For arranging the cooking materials and keeping the accounts thereof, a committee of trainees headed by the Hostel Superintendent will be formed and contractor will associate this committee for procurement of food stuffs etc.
09. The Director of the Institute reserves the right for settlement of any dispute arises between Trainees and contractor. Decision of the Director of this Institute will be final and binding for both the parties i.e. contractor and trainees.

The tenders, so received, will opened on the same day at 4.00 PM in the presence of tenderers present, if any.

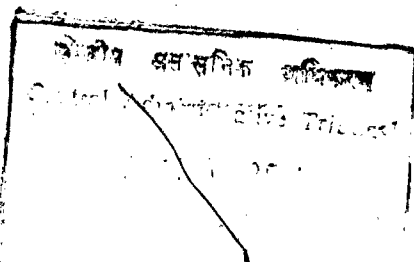
(R.K. RAM)
SENIOR INSTRUCTOR
FOR DIRECTOR

To

Shri Nagen Bhuyan

Attested

Manojor Khosa
Advocate



-W-

Annexure C

No.8-6/94-TRG
Government of India
North Eastern Region Farm Machinery Training &
Testing Institute, B. Chariali, Distt. Sonitpur
Assam - 784 176

Dated the 20 April, 2000

Shri Nagen Bhuyan,
Vill : Balipukhuri,
PO : BURIGAON
Distt. Sonitpur (Assam).

Dear Sir,

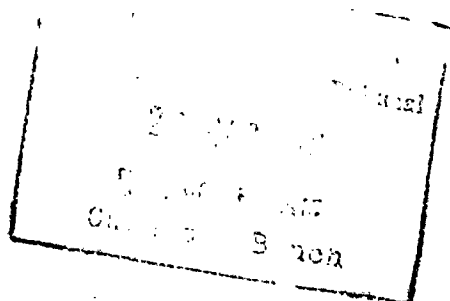
Please refer your tender dated 31.03.2000 for the following work @ Rs.1600.00 (Rupees One thousand Six hundred only) per km p.m. for the period from 1.4.2000 to 31.03.2001 at the Hostel of this Institute.

01. Preparation of break-fast, Lunch, Dinner for 20 to 30 nos trainees of this Institute.
02. Cleaning of rooms occupied by the trainees in the campus of this Institute as well as cleaning of kitchen & utensils used for meals etc. utensils will be supplied by this Institute.
03. Water arrangements.
04. Security of Luggage etc. of trainees day and night.
05. Your tender for the aforesaid work at the Hostel of this Institute is hereby accepted @ Rs.1600.00 pm. for the period from 1.4.2000 to 31.03.2001 under the following terms and conditions :-
 - a) The above said contract will be awarded for the period from 1.4.2000 to 31.3.2001 subject to reduction or extension in this period which will be at the discretion of the Institute.
 - b) During the period of aforesaid contract, the contractor shall be engaged and paid only for the period when trainees Mess is functional.
 - c) The contractor shall be fully responsible for any loss/damage of items under his custody and he will be liable to make good the losses to the Institute.
 - d) The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
 - e) Contractor concerned will have to deposit a security Deposit of Rs.1000.00 only (Rupees One thousand only) with the Institute which will be refunded to the contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms and conditions of this contract, the security deposit of Rs.1000.00 only shall be forfeited.

Centd... 2/-

Attested

Manoj Borah
Advocate



- f) In addition to the above, the contractor will have to submit two securities of two MP/MLA / President or Members of the Town Committee / Gaon Burah / Gazetted Officers of Central/ State Govt. to make good the loss to the Institute in case the contractor fails to do so.
- g) The contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be appointed by the Director of the Institute.
- i) For arranging the cooking material and keeping the accounts thereof, a Committee of Trainees headed by the Hostel Superintendent will be formed and contractor will associate with the Committee for procurement of food stuff etc.
- j) The contract work may be terminated at any time by the Institute if work performance is not found satisfactory.
- k) The Director of the Institute reserved the right for settlement of any dispute arises between trainees and contractor, Decision of the Director of this Institute shall be binding to both the parties i.e. Trainees and Contractor.

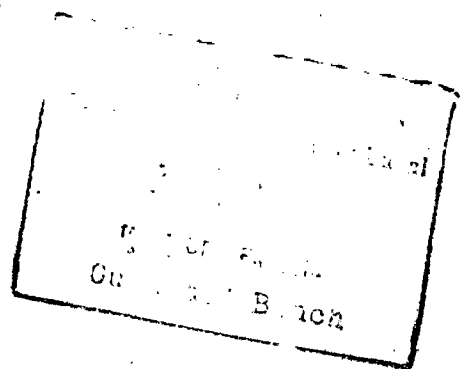
You are, therefore, hereby suggested to accept the aforesaid terms and conditions and resume the said work at the Hostel of this Institute by forenoon of 1.04.2000 positively failing which it will be presumed that you are not interest in the work and further action will be taken accordingly.

Yours faithfully,

(N. SINGH)
DIRECTOR

Attested

Manoj Kumar
Advocate



To

The Director,
Farm Machinery Training and Testing Institute,
(NER) Sonitpur, Assam.

Dated: 14th July, 2000

Sub: Regarding Employment

Sir,

With due respect I beg to submit following few lines for your kind consideration and favourable action.

On 4th Dec. 1990. I was directed to report to Farm Machinery Training and Testing Institute (NER) by Asstt. Employment Officer, Employment Exchange, B. Chariali for the interview of Class-IV post.

2nd Instant I was asked to report to Farm Machinery Training Institute (NER) by Sri P.C. Jain, Asstt. Engineer (T) an officer of FMT&TI for the interview of class-IV post, which was to be held on 7.8.91.

3rd instant I was asked to report on 30.6.92 at Farm Machinery Training and Testing Institute by Sri P.C. Jain Asstt. Engineer (T) in that it is expressed that there are 6 posts of Chowkider-cum-Farm Mate are to be filled on adhoc basis.

4th instant I was asked to report on 6.12.94 at FMT&TI (NER) by Sri P.C. Swamy office Superintendent to appear for the interview for the post of Chowkider-Cum-Farm Mate on regular basis.

For all these interview as mentioned above I have done well, stence I was kept under daily wage basis from December 1991 to 1995, Refer Letter No.-3-1/91 BA dated 31st March, 1995.

I am still a waiting for the regular post. Beside this during 1991 to 1995 two post were filled one among our catagory and one out sides.

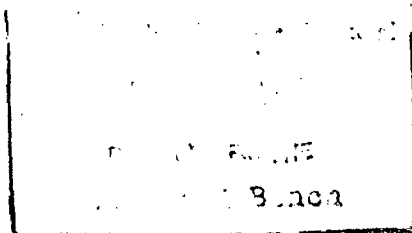
I therefore, request you to consider my case with full sympathecaly.

That Sir, 1996 onward I have been given a contract of preparing meals for Trainees staying at FMT&TI Hostel, More over I have been given assurance that I will be given a regular post.

Yours faithfully,

Nagen Bhuyan
(Sri Nagen Bhuyan)

Attested
Manoj Kumar Misra
Advocate



**IN THE CENTRAL ADMINISTRATIVE TRIBUNAL
GUWAHATI BENCH : GUWAHATI**

25
Filed by
B. C. Pathak
(B. C. Pathak)
Addl. Central Govt. Standing Counsel
Central Administrative Tribunal
Guwahati Bench : Guwahati

O.A. No.119 OF 2001

Shri Nagen Bhuyan --- Applicant

-Vs-

Union of India and others. Respondents

Written Statements submitted by the respondents No.1 and 2

The written statements of the above named respondents are as follows: -

1) That a copy of the OA No.199/2001 (referred to the application) has been served on the respondents. The respondents have gone through the same and understood the interest thereof. The interest of all the respondents being similar, they have filed this common written Statements.

2) That the statements made in the application, which are not specifically admitted, are hereby denied by the respondents.

3) That before traversing the various paragraphs of the application, the answering respondents give a brief resume of the case as under: -

The North Eastern Region Farm Machinery Training and Testing Institute hereafter refer as "Institute" is functioning under the Ministry of Agriculture, Government of India, which was established in 1990 with a twin objective; one is propagation of Agricultural mechanization by way of imparting the training to various categories of peoples such as Farmers, Technicians, Engineers, Non-Government Organisations, Defense Personnel's, Government officials etc. on repair, maintenance, operation and utilisation of Agricultural machinery and

another objective is to test the agricultural machinery as per Bureau of Indian Standards guidelines to safeguard the interest of farmers.

The Institute is well equipped with different Laboratories, number of different agricultural machinery, modern hostel facility etc. The Institute do not charge any tuition fee for training. All the courses are of residential nature. The trainees are provided lodging free of cost in the attached hostel, however the trainees have to bear the cost of boarding.

For the smooth running of the mess of the hostel, a committee of trainees formed which manage all the day to-day affairs of mess like selection of menu, purchasing of food and stuff, collection of money from trainees, calculation of mess charges etc. The facilities like cooking utensils, arrangement of cooking gas, gas stove etc and the manpower is provided by the Institute on contract basis. Arrangement of cooking of food is also done on contract basis. These persons are allotted contracts by inviting tender and on signing of contract agreement/undertaking. The present applicant is also a contractor (contract labour) engaged/allotted contract for a giving period on a fixed amount as determined from time to time. The last such contract allotted to the applicant came to an end as on 30.06.2001 and accordingly his contract as determined. As such there is no question of engaging him in any service whatsoever on any remuneration/wage etc. The applicant has filed this application by misinterpretative of law and without any basis and hence, the application is liable to be dismissed with cost.

The copies of such few contract agreement/undertaking duly signed by the applicant is annexed as Annexure-R1 Pages 1 to 10.

4.) That with regard to the statements made in pages I(i) and I (ii), the respondents state that as stated above the applicant has no legal right to ask for service or regularisation of his service as he had never been in service under the respondents. It is denied that the applicant had ever submitted any such representation as alleged. This is an attempt to manufacture evidence which has never existed and to procure wrongful gain by illegal means.

5.) That with regard to the statements made in Para 2 of the application, the respondents state that this Hon' able Tribunal has no jurisdiction to try this case, as the applicant is not a Civil Servant holding any civil post or a casual labourer under any scheme of the Govt. of India. Hence, the application is liable to be dismissed summarily.

6.) That with regard to the statements made in Para 3, the respondents state that in view of the above facts and circumstances, there is nothing to offer any comments.

7.) That with regard to Para 4.1 to 4.3, the respondents beg to offer no comments.

8.) That with regard to Para 4.4, the respondents beg to state that at the time of initial establishment of North Eastern Region Farm Machinery Training and Testing Institute, B. Chariali (Assam), some posts were created by the Govt. of India, Ministry of Agriculture (Deptt. of Agri. & cooperation), New Delhi, purely on adhoc basis for a period of one year only. Since these posts were not sufficient to meet the requirements of day to day work of Institute. Hence in order to establish the Institute and in order to develop the land given by the State Govt. of Assam, some daily paid labourers were engaged on daily wage rate basis. Shri Nagen Bhuyan was engaged on daily wage rate basis for miscellaneous seasonal agricultural jobs on time to time as per requirements. The applicant worked for the period as below:

Period :-

From - to

August 1991 - December 1991

February 1992 - July 1992 - 304 days

September 1993 - June 1993 } 303

August 1993 - November 1993 }

January 1994 - March, 1994 } 210

casual
seasonal
labour -
termination
does not amount
to breach
of contract

1993

May 1994 - July 1994

September 1994 - November 1994

The respondents crave the leave of this Hon' able Tribunal to allow them to produce such records of daily wage engagement at the time of hearing of the case.

9.) That with regard to Para 4.5, the respondents beg to state that Shri Nagen Bhuyan was engaged on daily wage rate basis for the period from 21.8.1991 to November, 1994, for miscellaneous seasonal agricultural jobs. He was not engaged constantly but for the short discontinued periods as and when need arise. His contention as engaged him on Muster Roll as Chowkidar-cum-Farm Mate and for watch and word is completely false and misleading to honorable court.

10.) That with regard to Para 4.6, the respondents beg to state that as per the practices for preparation of meals etc. for the trainees of various courses run by the Institute, it was decided to get done the work on contract basis. Hence tenders have been invited on annual basis on the expiry of previous contract. Since Shri Nagen Bhuyan, contractor has been submitting the tenders on lowest monthly rate, he has been awarded the work on contract basis for the following periods:

<u>Sl.No.</u>	<u>Period of contract</u>
1.	1.11.1995 to 31.12.1995
2.	1.3.1996 to 31.5.1996
3.	1.8.1996 to 31.5. 1997
4.	1.9.1997 to 31.8.1998
5.	1.9.1998 to 31.3.1999
6.	1.4.1999 to 31.3. 2000
7.	1.4.2000 to 31.3.2001
8.	1.4.2001 to 30.6.2001

Although this Institute has accepted the contracts of Shri Nagen Bhuyan for the jobs mentioned in this Para, of application, but he is only cooking meals for the trainees and cleaning of utensils but he is not attending other contracted jobs. He used to leave the work after cooking of meals to his hometown at Baghanari about 25 kms away from the Institute. He has never stayed at the hostel of this Institute. As such he is meeting the requirements of contracted jobs partially.

Copies of the notice pages 11 to 20 is annexed here to and marked as Annexure R.2 copies of the office orders pages 21 to 37 is annexed hereto and marked as Annexure-R.3.

11.) That with regard to Para 4.7, the respondents beg to state that the Institute do not have any staff for the jobs related to trainees hostel and hence question of payment of any kind of salary etc. recruitment/termination does not arise.

12.) That with regard to Para 4.8, the respondents beg to state that Shri Nagan Bhuyan, contractor is not a member of the Trainees Committee but he is asked only so give the requirement of Food and Stuff for procuring the same from local market to the trainees committee.

13.) That with regard to Para 4.9, the respondents beg to state that the tenders for the preparation of meals etc for the trainees of this Institute are invited annually and contract is awarded to the lowest tenderer. Shri Nagen Bhuyan has been submitting his tender lowest and that is why he has been getting the job on contract basis. It has, therefore, nothing with his sincerely and ability. As such the tenders have been awarded on the expiry of previous contract and it may not be termed that this Institute have been engaging him continuously, to work on contract basis does not bestow on him the right of regular appointment at this Institute.

As such the contention of the applicant that he filed applications before the respondent No.2 to allow him for the said work in the hostel and the mess as cook-cum-cleaner and guard and the respondent No.2 allowed him for the said work under a fixed scale of pay is false and misleading to honorable court. The applicant was not filling the applications but he was submitting the tender along with the other contractors. He has been paid as per the rates quoted by him (being lowest) and not as per fixed scale of pay.

14.) That with regard to Para 4.10, the respondents beg to state that as per the general practice followed in University Hostels, Guest houses, Hospitals, Canteens etc. to execute the work of preparation of meals and maintenance thereof, the tenders were invited on annual basis. Hence the regularisation of the services of applicant does not arise. It is merely a contract to execute the work.

15.) That with regard to Para 4.11, the respondents beg to state that it is merely a contract to execute the work awarded by the notice inviting tenders from various parties and acceptance letter issued to lowest tenderer clearly contains the period of contract and after the expiry, fresh tenders are invited. The terms and conditions of the contract are always duly accepted by the contractor. Hence service rules and benefits are not applicable.

16.) That with regard to Para 4.12, the respondents beg to state that Shri Nagen Bhuyan has been paid a contractual amount on monthly basis accepted through a tender submitted by him and not as a salary paid to a regular employee. He was paid as per the monthly fixed amount quoted by him in his tender and the bill which is prepared on the basis of his attendance and days worked according to this amount. He is not governed by the regulations and rules framed by the Govt. of India under General Central Civil Service. Hence there is no master and servant relationship between the Institute and contractor.

17.) That with regard to Para 4.13, the respondents beg to state that as already explained in paras 4.9, 4.12, there is no employer – employee relationship

between this Institute and applicant, as he is not governed by rules and regulations framed by the Government of India under General Central Services. Being his name was sponsored by local employment exchange, this Institute had given 3 chances to him to appear before the selection committee of this Institute for various posts sanctioned by our administrative Ministry from time to time but he failed to prove himself as a suitable candidate for those posts.

Copies of the letter is annexed hereto and marked as Annexure-R4, R5, and R6 respectively.

18.) That with regard to Para 4.14, the respondents beg to state that the contention of application as this Institute are continuously engaging him and extracting his services in the Institute since 1991 in various capacities like Chowkidar-cum-Farm-Mate as watch and ward and guard till date are completely false and mis-leading to honorable Court, whereas the applicant was engaged as daily paid labour up to 1995 from time to time for seasonal agricultural work only and from 1995 onwards as contractor for cooking the meals in hostel. Neither the engagement in any way attract to the regularisation nor any body has given any promise or hold any right for regularisation.

19.) That with regard to Para 4.15 and 4.16, the respondents beg to submit the comments what have already made against the foregoing paragraph 4.10 and 4.11.

20.) That with regard to Para 4.17, the respondents beg to state that the relevant records of this Institute has been consulted and it is found that Shri Nagen Bhuyan has not submitted any application of dated 14.7.2000 to this Institute for regular appointment. It is false and misleading the honorable Tribunal. The applicant is put to strict proof thereof.

21.) That with regard to Para 4.18, the respondents beg to state that the work was awarded and executed by an applicant as per the simple mutual contract. Hence the exploitations of applicant by the Institute does not arise.

22.) That with regard to Para 4.19, the respondents beg to state that it has already explained in above paras that the applicant got the work of cooking the meals in Institute's hostel on contract basis through notice inviting tenders from locals. Since the work in the hostel being executed through contract only by the applicant being the lowest by chance every time. The contention of applicant that the service of the applicant extended for a long time and to regularised his service is false and mis-leading to Hon' able Court.

Though there is a continuation work of cooking meals in hostel but there are no sanctioned posts for this work and the work is being executed through contract basis by notice inviting tenders from locals who are engaged in this work. It is not a fact that the services of applicant has been extended from time to time but where as tenderes have been invited after expiry of earlier contract and it was a chance the applicant was awarded the contract being the lowest amongst only. The work is being executed as like the general practices followed at the Guesthouses, hospitals, university hostels, and canteens etc. where the work for preparation of meals is executed through contractors only. As per the present policy of the Government of right sizeing the manpower and to execute such non-productable work through contractors only. Hence the request of applicant to regularise his services cannot be acceded to. The nature of engagement and allotment of contracts to the applicant is well explained herein above.

23.) That with regard to Para 4.20 the respondents beg to state that contention of the applicant that the respondents exploited and taken the advantage of helplessness of the applicant is false and mis-leading to Hon' able Court. The respondents neither exploited nor taken the advantage of helplessness of applicant. The applicant got the work on contract basis through notice inviting tenders on his own choice. The applicant never engaged on daily wages basis except for the period 21.8.1991 to March 1994 for the short discontinued periods as and when need arise for miscellaneous seasonal agricultural works.

24.) Those with regard to Para 4.21 the respondents beg to state that the question of regularisation of service of applicant does not arise. This has already been well explained herein above in Para 4.19 and 4.20.

25.) That with regard to the statements made in Para 5.1 to 5.3 of the application, the respondents state that the grounds shown in these paragraphs are not tenable under the facts and circumstances of the instant case. The allegation of discriminations are denied as there is nothing to show on records that the respondents have done anything in violations of Art 14 and 16 of the constitution of India or and provisions it or any law framed there under. Hence the grounds cannot in law and consequently an application is liable to be dismissed with cost as the same has been filed being devoid of any merit.

26.) That with regard to statement made in paragraph 6 of the application, the respondents state that the averments made in Para 6 are false and baseless. The applicant could have represented to the respondents but has not been done so. As such the alternative remedy has not been exhausted. There is nothing to show on records as evidence that he had ever exhausted the remedy. In this regard the respondents resort the statement made in Para 14 of this written statement.

27.) That with regard to the statement made in the Para 7 of the application the respondents have no comments to offer.

28.) That with regard to the statement made in the Para 8.i to 8.iii and 9.i to 9.iii of the application answering respondents respectfully state that as explained herein above under the facts of the case and provision of law the applicant is not entitled to any relief whatsoever as prayed for and the application is liable to be dismissed with cost as devoid of any merit.

In the premises aforesaid it is therefore pray that your lordship would be pleased to dismiss the case with cost.

VERIFICATION

I, Shri, V. N. K A L E presently working
as Director being Competent and Authorised to sign the
verification do hereby solemnly affirm and state that the statements made in the
Para 1, 2, 4 to 9, 11 to 16, 18 to 27 and 28.
3, 10, 17. are true to my knowledge and belief, those made in Para
3, 10, 17. being mater of records are true to my information derived there from and
rest are my humble submission before the Hon' able Tribunal. I have not
suppressed any material facts.

And I sing this verification on this 3rd th day of Dec. 2001.



DEPONENT

DIRECTOR
Farai Machinery Training
and Testing Institute, (NE)
BISWANATH CHARAULI
Distt. SONITPUR (Assam)

Annexure - R1

Pages - 1 to 10

① 35

76

11

(1/2)

(1/2)

23/7/96

DL(1)

OS

The Director
NERFINTETI Bh. Charial;
Smitpur (Assam).

(V2)

From
23/7/96

(S1)

Sub - Contract for Cookman.

Sir,

23/7/96

OS

With reference to your letter No. 8-6/94-Tkg.
dated 11.7.96.

I am agreed to undertake the contract
for cooking meals etc as mentioned in the letter.
I will remain bound to obey the rules and
regulations as mentioned.

at the rate of Rs. 1100.00 per month from
1.8.96 to 31.7.97.

Security deposit Rs. 1000.00 will be deposited
on confirmation of contract.

Thanking you.

Dated: 23/7/96

Yours faithfully
Nagari Chhaya
(NAGARI BHUYAN)

To

12

SP NO 42

The Director,

Form Machinery Training & Testing
Institute, B. Chariali.

Sub: Joining Report.

Sir,

Reference made to your letter no.
8-6/94-719 Dated 26-7-96 I hereby join
take the responsibility to cook food
etc. c.c.f. 1-8-96 at 0:8830 hrs. As
per condition mentioned in the letter.

It is for your information & necessary
action.

Thanking you. yours faithfully
Nagen Bhuyan
(Nagen Bhuyan).

dlh
18/8/96

② 17/8/96

13 8/10/11

③ 78 34

To, The Director
F.M. Try. & Test. Inst., Calicut.

Sub:- Security amount.

Sir,

I have the honour to submit the following few lines for your information & kind consideration.

As per your offer for Contract of Cooking, I am supposed to deposit Rs. 1000/- as security amount.

Due to my financial hardship I am unable to pay the said amount Rs. 1000.00

I therefore request you kindly consider my case.

13, 8, 96,

Yours Faithfully
Nagun Bhuyan
Sri Nagun Bhuyan
Contractor.

AKM
13/8/13 G

14/8/96

14

④

79

33

41.00.141

RECEIVED
 2/09/96

To

The Principal,
 NINE M T & T
 Biswanath Chariali (Assam).

Sub: - Regarding your letter no. 8-6/94-TRG
 dated 23rd August, 1996.

Sir,

With reference to your letter no. 8-6/94-TRG
 cited above, I agree to deposit of
 Rs. 1000.00 only in 4 instalments and
 mentioned in that letter and accept
 for the same.

(1/10/96)
 2/9/96

Dated: 2/9/96

Yours faithfully
 Nagan Bhuyan
 (NAGAN BHUYAN)
 Contractor.

2.9

24-
 2.9.96

To 15

The

Director

FMT & TI. (NER)

Sonitpwc. Joram

Dated. B. Chavala. The 24th July 97.

Sub - Contract for Cooking

Sir

Reference made to your letter
no-8-6/94 dated 2nd July 97.

I am agreed to undertake the
Contract for Cooking of meals etc
as mentioned in the letter. I shall
remain bound to obey the rules
and regulations as mentioned.

The rate of Contract is given below
Rs 1499/- PM (Rs one thousand four hundred
ninety nine)

Security deposit Rs 1000/- is
already paid to this office may
be treated as security deposit of
this Contract.

Thanking you.

24. 7. 97.

Yours faithfully
Nagen Bhayn
(Nagen Bhayn)

(5/5)

7/10/97
28/5/97

28/7/97

16

21.12.97

707

12/1/97

81

40

81

To The Director,
 GOVERNMENT,
 B. Chaurai

Sub: Refund of Security amount
 — x —

Sir,
 With due respect I am to
 state that I was engaged as
 a Road Contractor for prepare of
 road etc to your trainee for
 the period of one year, accordingly
 I deposited Rs.1000/- with a period time to time
 In this connection

I may kindly be refund the
 Rs.1000/- (Rupees One thousand only)
 as early as possible as I need
 the same urgently.

Yours faithfully
 Nagen Bhuyan

Yours faithfully
 Nagen Bhuyan
 (Nagen Bhuyan)
 Road Contractor

Sd/- made
 11/1/97

Dated: 11/1/97

17

8/10/63

1231
20/7/78

103

82

To

The Director Farm Machinery Training & Testing
Institute (N.E.R) Biscamanash Chariali Dist, Sonitpur.

Dated: 17-7-78

Subject: Acceptance for the contract.

Sir,

Reference made to your letter no. 3-6/94-TRG
dated 6th July 1978.

I am agreed to accept your extension proposal
of contract period from 1-7-78 to 31-3-79.

I will remain bound for rules and regulations as
mentioned earlier.

Thanking you

Yours faithfully
N. Bhayan
(Nagen Bhayan)

Date - 17-7-78

18

9.10.75

(13) 83

RECEIVED
BY NO. 488
DATE 30/3/99

To

The Director of F.M.T.T. B. Chariali (Assam)

Date 30/3/99

Sub: Contact for Cookman

Sir,

Reference made to your letter No.
dated

I am agreed to undertake the
contact for cooking meals etc as mentioned
in the letter. I will remain bound to
obey the rules and regulations as mentioned.

At the rate of Rs 1447/- from
to

Security deposit Rs 1000/- will be
deposited on confirmation of contact.

Thanking you

Yours faithfully
Nagen Bhaya

Sd/- (T.A.)
30-3-99
Phan Ch

Put up B.P.
Date 30.3.99

(T.A.)
30/3/99

1/3

19

A.M. 80

(4)
D. E. R. F. M. T. & T. 1.84 47
Blawanth Charioli
Diary No. 835
Date - 31.3.2000

To, The Director,
NERFMT&TI B. Chariali, Sonitpur, Assam
Date - 31-3-2000

Sub → Contract for cookman

Sir,
Reference made to yours letter NO. 8-6/94-Tog
dated 23rd March -2000

I am agreed to undertake the contract
for cooking meals etc as mentioned in the
letter. I will remain bound to obey the rules
and regulations as mentioned.

At the rate of Rs 1600.00 pm from
1-4-2000 to 31-3-2001

Security deposit Rs 1000/- will be deposited
on confirmation of contract.

Thanking you

Yours faithfully

N/ Bhaya

Sri Nagen Bhuya

NU - Balipukhuri

P.O. - Burigung

Dist - Sonitpur

Assam.

P. R. Charioli
31.3.2000

Alimul
31.3.2000

M.B.

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S. no. 23

12/5/20
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To The Director,
NERFMTETI,
B. Chavali (Dsscum)

Sub: - Acceptance of job for arranging
hostel for trainees.
— x —

Sir, with reference to your letter
No. S-6/94-Tsg. dtd. 20-4-2020 and
to state that I have read the
terms and conditions which are
acceptable to me.

(Signature)

(N. Brijam-)
F. Contractor

20/4/2020

GOVERNMENT OF INDIA
North Eastern Region Farm Machinery Training &
Testing Institute, Biswanath Chariali
Distt. Sonitpur (Assam)

No. 8-6/94-TRG

Dated the 12th July, 1996

N O T I C E

The Director, NERFMT&TI, Biswanath Chariali, Distt. Sonitpur (Assam) hereby invite the tenders from the experienced persons of the locality, on plain paper, for the work of preparation of Breakfast, Lunch, Dinner for the Trainees of this Institute, on contract basis for the period from 1-8-96 to 31-7-97 latest by 23.7.96 at 3.00 PM sharp, on the following terms and conditions :-

1. Place of work - Complex of the NERFMTTI, Biswanath Chariali, Assam
2. Cleaning of rooms occupied by the Trainees and cleaning of utensils which will be provided by this Institute.
3. For making water arrangements.
4. Security of Luggage etc of the Trainees day and night.
5. The work will be awarded for the period from 1.8.96 to 31.7.97 but contractor may not be engaged during the period when there is no training programmes and/or trainees are not in position.
6. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
7. Contractor concerned will have to deposit a Security Deposit of Rs.1000.00 only (Rupees One thousand only) with this Institute which will be refunded to the contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms of this contract, the security deposit of Rs.1000/- shall be forfeited.
8. The contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be nominated by the Director of the Institute.
9. For arranging the cooking materials and keeping the accounts thereof, a committee of trainees headed by the Hostel Superintendent will be formed and contractor will associate this committee for procurement of food stuffs etc.
10. The Director of the Institute reserves the right for settlement of any dispute arises between Trainees and contractor. Decision of the Director of this Institute will be final and binding for both the parties i.e. contractor and trainees.

The tenders, so received, will be opened on the same day at 4.00 PM in the presence of tenderers present, if any.

To M/s Its attached

(R.K. RAM)
Senior Instructor
For Director

C/c 12.7.96

Issued
12/7/96

1. " Holē Relax
2. " Holē Pyasi
3. " Holē Mesthionika
4. " Holē Jalyog
5. " Holē Rambharose
6. " Holē Rangili
7. " Holē Normali
8. " Holē Amubhar
9. " Chavani Holē
10. " Bubu Lal Holē
11. " Holē Aadam
12. " Nagan Bhuyan
13. " Morabdas
14. " Brake Chai Subedi
15. " Bhabhani Chabagai
16. " Tulsi Gantani
17. " Holē Pradyut
18. " Joshi Mithun Bhander
19. " Dhoshani das
Duramigaoon, B. n. plot, B. Chavali.

Sam

23 9.0052 43 47

GOVERNMENT OF INDIA

North Eastern Region Farm Machinery Training & Testing Institute, Biswanath Chariali
Distt. Sonitpur (Assam)

No. 8-6/94-TRG

Dated the 2nd July, 1997

N O T I C E

The Director, NERFMT&TI, Biswanath Chariali, Distt. Sonitpur (Assam) hereby invite the tenders from the experienced persons of the locality, on plain paper, for the work of preparation of Breakfast, Lunch, Dinner for the Trainees of this Institute, on contract basis for the period from 1-8-97 to 31-7-98 latest by 25.7.97 at 3.00 PM sharp, on the following terms and conditions :-

1. Place of work - Complex of the NERFMTTI, Biswanath Chariali, Assam
2. Cleaning of rooms occupied by the Trainees and cleaning of utensils which will be provided by this Institute.
3. For making water arrangements.
4. Security of Luggage etc of the Trainees day and night.
5. The work will be awarded for the period from 1.8.97 to 31.7.98 but contractor may not be engaged during the period when there is no training programmes and/or trainees are not in position.
6. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
7. Contractor concerned will have to deposit a Security Deposit of Rs.1000.00 only (Rupees One thousand only) with this Institute which will be refunded to the contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms of this contract, the security deposit of Rs.1000/- shall be forfeited.
8. The contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be nominated by the Director of the Institute.
9. For arranging the cooking materials and keeping the accounts thereof, a committee of trainees headed by the Hostel Superintendent will be formed and contractor will associate this committee for procurement of food stuffs etc.
10. The Director of the Institute reserves the right for settlement of any dispute arises between Trainees and contractor. Decision of the Director of this Institute will be final and binding for both the parties i.e. contractor and trainees.

The tenders, so received, will be opened on the same day at 4.00 PM in the presence of tenderers present, if any.

To

M/s

(P.K. RAM)
Senior Instructor
For Director

Issued
3/7/97

1. M/S Hotel Relax
2. " Hotel Pyasi
3. " Hotel Meshermukhi
4. " Hotel Jaljog
5. " Hotel Ram Bharrasc
6. " Hotel Rangili
7. " Hotel Nirmali
8. " Hotel Anubhav
9. " Chetanjali Hotel
10. " Bubu Lal Hotel
11. " Hotel Assam
12. " Nagen Bhujam
13. " Norab Das
14. " Praakash Chandra Sultana
15. " Bhabhani Chabagai
16. " Tilen Gantam
17. " Hotel Praekyut
18. " Jochi Mitham Bhondar
19. " Dharome Das
Puraniyagam, Bishwanath Phari
Bishwanath Chandra (Assam)

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Govt. of India
North Eastern Region Farm Machinery Trg. & Testing
Institute, Biswanath Chariali-786 176.
Distt. Sonitpur (Assam)

No. G-6/94-TRG

Dated the


12/3/78

NOTICE

The Director, NERFHTTI, Biswanath Chariali, Distt. Sonitpur (Assam) hereby invites the tenders from the experienced persons of the locality, on plain paper, for the work of preparation of Breakfast, lunch, dinner for the Trainees of this Institute, on contract basis for the period from 1.4.77 to 29.2.2000 latest by 30.3.77 at 3.00 PM sharp on the following terms and conditions :-

01. Place of work - Complex of the NERFHTTI, Biswanath Chariali (Assam).
02. Cleaning of rooms occupied by the Trainees and cleaning of utensils which will be provided by this Institute.
03. For making water arrangements.
04. Security of Luggage etc. of the Trainees day and night.
05. The work will be awarded for the period from 1.4.77 to 29.2.2000 but Contractor may not be engaged during the period when there is no training programmes and/or trainees are not in position.
06. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
07. The contractor concerned will have to deposit a security Deposit of Rs.1000.00 only (Rupees one thousand only) with this Institute which will be refunded to the Contractor on successful completion of the period of contract. In case, the contractor fails to abide by the terms of this contract the security deposit of Rs.1000.00 only shall be forfeited.
07. The Contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be nominated by the Director of the Institute.
08. For arranging the cooking materials and keeping the accounts thereof, a committee of trainees headed by the Hostel Superintendent will be formed and contractor will associate this committee for procurement of food stuffs etc.
07. The Director of the Institute reserves the right for settlement of any dispute arises between Trainees and contractor. Decision of the Director of this Institute will be final and binding for both the parties i.e. contractor and trainees.

The tenders, so received, will opened on the same day at 4.00 PM in the presence of tenderers present, if any.


(Sd/-)
SENIOR INSTRUCTOR
FOR DIRECTOR

To

Sd/- As per list attached

Issued
12/3/78

- ① m/s Hotel Relax
- ② " Hotel Pyasi
- ③ " Hotel Misthionukh
- ④ " Hotel Talyog
- ⑤ " Hotel Rangili
- ⑥ " Hotel Nirmali
- ⑦ " Hotel Anubhav
- ⑧ " Chiranjee Hotel
- ⑨ " Bunkhal Hotel
- ⑩ " Hotel Assam
- ⑪ " Nagen Bhingran
- ⑫ " Niral Das
- ⑬ " Parikash Emboli

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Govt. of India
North Eastern Region Farm Machinery Trg. & Testing Institute,
Biswanath Chariali-784 176 Distt. Sonitpur (Assam)

No. B-6/94-TAG

Dated the 23rd March, 2000

NOTICE

The Director, NERFMTTI, Biswanath Chariali, Distt. Sonitpur (Assam) hereby invites the tenders from the experienced persons of the locality, on plain paper, for the work of preparation of Breakfast, lunch, dinner for the Trainees of this Institute, on contract basis for the period from 1.4.2000 to 31.3.2001 latest by 31.3.2000 at 3.00 PM sharp on the following terms and conditions :-

01. Place of work - Complex of the NERFMTTI, Biswanath Chariali (Assam).
02. Cleaning of rooms occupied by the Trainees and cleaning of utensils which will be provided by this Institute.
03. For making water arrangements.
04. Security of Luggage etc. of the Trainees day and night.
05. The work will be awarded for the period from 1.4.2000 to 31.3.2001 but Contractor may not be engaged during the period when there is no training programmes and/or trainees are not in position.
06. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
07. The contractor concerned will have to deposit a security Deposit of Rs.1000.00 only (Rupees one thousand only) with this Institute which will be refunded to the Contractor on successful completion of the period of contract. In case, the contractor fails to abide by the terms of this contract the security deposit of Rs.1000.00 only shall be forfeited.
07. The Contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be nominated by the Director of the Institute.
08. For arranging the cooking materials and keeping the accounts thereof, a committee of trainees headed by the Hostel Superintendent will be formed and contractor will associate this committee for procurement of food stuffs etc.
09. The Director of the Institute reserves the right for settlement of any dispute arises between Trainees and contractor. Decision of the Director of this Institute will be final and binding for both the parties i.e. contractor and trainees.

The tenders, so received, will opened on the same day at 4.00 PM in the presence of tenderers present, if any.

[Signature]
A.K. SINGH
SENIOR INSTRUCTOR
FOR DIRECTOR

To

Shri

As per list attached

[Signature]
24/3/2000

d:contractor/p/7

188u20
24/3

List-28

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- 1) Sri Naga Bhuyan
 - 2) " Nirab Das
 - 3) " Prakash Subedi
 - 4) Mrs Hotel Relax, B Chariali
 - 5) —"— Pyasi —"—
 - 6) —"— Jalyog —"—
 - 7) —"— Rangili —"—
 - 8) —"— Nirmali —"—
 - 9) —"— Anubha —"—
 - 10) —"— Chisanji —"—
 - 11) —"— Bhubal —"—
 - 12) —"— Azam —"—
 - 13) —"— Kishimukh —"—
-

Govt. of India
North Eastern Region Farm Machinery Test & Training Institute,
Bismillah Chariali - 784 174 Dist. Sivasagar (Assam)

No. 8-4/74-156

Dated the 23rd March, 1974

NOTICE

The Director, NERFATI, Bismillah Chariali, Dist. Sivasagar Assam hereby invites the tenders from the competent persons of the locality, on equal terms, for the work of preparation of breakfast, lunch, afternoon tea, the training of about 1000 trainees, and other work from the period from 1.4.2000 to 31.3.2001. Estimated by 31.3.2000 at Rs. 400 per day and the following terms and conditions:-

01. Place of work - Camp at the NERFATI, Bismillah Chariali (Assam).
02. Cleaning of rooms occupied by the trainees and kitchening of utensils which will be provided by this Institute.
03. For making water arrangements.
04. Security of language etc. of the trainees day and night.
05. The work will be awarded for the period from 1.4.2000 to 31.3.2001 but Contractor may not be engaged during the period when there are no training programmes and/or trainees are not in position.
06. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the pattern prescribed by the Institute.
07. The contractor concerned will have to deposit a security deposit of Rs. 1000.00 only (figures are thousand only) with this Institute which will be refunded to the Contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms of this contract the security deposit of Rs. 1000.00 only shall be forfeited.
07. The Contractor will act or manage the cooking work under the close supervision of the District Superintendent or the nominated by the Director of the Institute.
08. For arranging the cooking materials and keeping the accounts thereof, a committee of members headed by the District Superintendent will be formed and cooperation will be rendered to this committee for procurement of food stuffs etc.
09. The Director of the Institute reserves the right for settlement of any dispute between the Contractor and the Institute. Decision of the Director of the Institute will be final and binding for both the parties i.e. contractor and trainees.

The tenders, so received, will be opened on the day at 4.00 PM in the presence of witnesses present, if any.

(Sd/-) _____
DIRECTOR, NERFATI
SIVASAGAR

To: _____
Sd/- _____

Assistant Director

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Government of India
North Eastern Region Farm Machinery Training & Testing
Institute, Biswanath Chariali 784 176
Distt. Sonitpur (Assam)

No.10-6/94-TRD

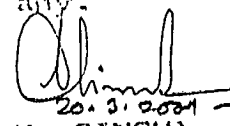
Dated the 19th March 2001

NOTICE

The Director, North Eastern Region Farm Machinery Training & Testing Institute, Biswanath Chariali, Distt. Sonitpur (Assam) hereby invites the tenders from the experienced persons of the Biswanath Chariali township, on plain paper, for the work of preparation of breakfast, lunch, dinner for the trainees of this Institute on contract basis for the period from 1.4.2001 to 30.6.2002 latest by 26.03.2001 at 3.00 PM sharp on the following terms and conditions-

01. Place of work - Complex of the NERFMTTI, Biswanath Chariali (Assam).
02. Cleaning of rooms occupied by the trainees and cleaning of utensils which will be provided by this Institute.
03. For making water arrangements.
04. Security of Luggage etc. of the trainees day and night.
05. The work will be awarded for the period from 1.4.2001 to 31.6.2001 the period may be extended if required but contractor may not be engaged during the period when there is no training programmes and /or trainees are not in position.
06. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
07. The contractor concerned will have to deposit a security deposit of Rs.1000.00 only (Rupees One Thousand only) with this Institute which will be refunded to the Contractor on successful completion of the period of contract. In case, the contractor fails to abide by the terms of this contract the security deposit of Rs.1000.00 only shall be forfeited.
08. For arranging the cooking materials and keeping the accounts thereof, a committee of trainees headed by the Hostel Superintendent will be formed and contractor will associate this committee for procurement of food stuffs etc.
09. The Director of this Institute reserves the right to reject the tender or to cancel the contract at any time without assigning any reason. If any dispute arises between trainees and contractor the decision of the Director of this Institute will be final and binding for both the parties i.e. contractor and trainees.

The tenders, so received, will be opened on the same day at 4.00 PM in the presence of tenderers present, if any.


20.3.2001 -
(A.K. SINGH)
SR. INSTRUCTOR
FOR DIRECTOR.

To, Shri. AS ROX Ltd.
attached

945
20.3.2001

1) SR Nagen Bhuyan, B. Chasali

2) " " " " " "

3) " " Bahash Sarbedi " "

4) m/s Hotel Relax, B. Chasali

5) " " Pyasi " "

6) " " Jalajog " "

7) " " Rangili " "

8) " " Nimali " "

9) " " Anubha " "

10) " " Chasali " "

11) " " Babulal " "

12) " " " " " "

13) " " " " " "

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GOVERNMENT OF INDIA

North Eastern Region Farm Machinery Training & Testing Institute,
Biswaresh Cheriali, Distt. Sonitpur (Assam)-784176

Mo. 9-6/24-ETH

Dated 2nd May, 2003

六五 知得

Shri Nagesh Bhuyan,
Vill. Balipushuri,
PO : Bhatigada

Dear Sirs,

Please refer your acceptance dated 22XK012001.
20.04.2000 for ~~an order~~ ~~the~~ ~~the~~ contract for the
preparation of meals etc. for the trainees of this Institute
@ Rs.1600.00 only p.m. for the further period from 1.1.2000
to 31.03.2001 on the terms and conditions stipulated in this
office letter of even number dated 20.04.2000.

Four requested for the extension of existing contract for the aforesaid work at this Institute @ Rs. 1600.00 (Rupees One thousand Six hundred only) p.m. for the further period from 1.4.2000 to 31.03.2001 under the terms & conditions stipulated in this office letter of even number dated 20.4.2000 is hereby accepted.

Young, Fairbairn,

Ernest
(C. A. HAT)

ASST. ATTORNEY GENERAL (SPECIAL)
FEDERAL BUREAU OF INVESTIGATION

01812301104

01. Accounts Section (2 copies)
02. Senior Instructor

Copy to the Pay & Accounts Officer, Ministry of Agri.
(Deptt. of Agri. & Cooper.) Calcutta - 20.

By
For Director

9485
215/2000

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Annexure R3 ②

96

Pages - 21 to 37

GOVERNMENT OF INDIA
 North Eastern Region Farm Machinery Trg. & Testing Institute,
 PO : BISWANATH CHARIALI - 784 176
 Distt. Sonitpur [Assam]

No.B-6/94-TRG.

Dated the 1st Nov., 1995.

Shri Nagen Bhuyan,
 S/o Shri Madan Bhuyan
 Vill: Baghmari,
 BISWANATH CHARIALI

Dear Sirs,

I am to refer your offer dated 31.10.95 for the following work at a total amount of Rs.1740.00 only for the period from 1.11.95 to 31.12.95:-

01. Preparation of Breakfast, Lunch and Dinner for the trainees of this Institute.
02. Cleaning of Rooms occupied by the trainees in the camps of this Institute as well as cleaning of utensils used for meals etc.
03. Water arrangements.
04. Security of Luggages etc of trainees day and night.

Your offer for the aforesaid work and period at Rs.1740/- only [Rupees One thousand Seven hundred forty only] is hereby accepted. The payment of sum will be made in two equal instalments as on 1.12.95 and 1.1.96. The utensils required for the aforesaid work will be provided by the Institute.

You are, therefore, suggested to report in this Office in the forenoon of 01.11.95 for starting aforesaid work and making necessary arrangements.

R.K.

[R.K. RAM]
 SENIOR INSTRUCTOR
 For Director

Copy to :-

01. Bill Clerk
02. Shri B. Barua, T.D.

For Director

9c

1.11.95

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 1/11/95

S.C.M. 28

GOVERNMENT OF INDIA
North Eastern Region Farm Machinery Trg. & Testing Institute,
PO : BISWANATH CHARIALI - 784 176
Distt. Sonitpur [Assam]

No. B-6/94-TRG.

Dated the 1st March, 1996.

Shri N. Bhuyan
S/o Shri Madan Bhuyan
Vill: Baghmari
BISWANATH CHARIALI

Dear Sirs,

I am to refer your offer dated 1.3.96 for the following work at a total amount of Rs.900.00 only for the period from 1.03.96 to 31.03.96:-

01. Preparation of Breakfast, Lunch and Dinner for the trainees of this Institute.
02. Cleaning of Rooms occupied by the trainees in the camps of this Institute as well as cleaning of utensils used for meals etc.
03. Water arrangements.
04. Security of Luggages etc of trainees day and night.

Your offer for the aforesaid work and period at Rs.900/- only [Rupees Nine hundred only] is hereby accepted. The utensils required for the aforesaid work will be provided by the Institute.

You are, therefore, suggested to report in this Office in the forenoon of 01.03.96 for starting aforesaid work and making necessary arrangements.

(Signature)
[R.K. RAM]
SENIOR INSTRUCTOR
For Director

Copy to :-

01. Bill Clerk
02. Shri B. Barua, T.D.

(Signature)
For Director

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(23)

98 59

GOVERNMENT OF INDIA
North Eastern Region Farm Machinery Eng. & Testing Institute,
PO : BISWANATH CHARIALI - 784 176
Distt. Sonitpur [Assam]

No. B-6/94-TRG.

Dated the 2nd April, 1996.

Shri N. Bhuyan
S/o Shri Madan Bhuyan
Vill: Baghmari
BISWANATH CHARIALI

SC. M. 31

Dear Sirs,

I am to refer your offer dated 1.4.96 for the following work at a total amount of Rs.1800.00 only for the period from 1.04.96 to 31.05.96 [two months] @ Rs.900/- per month :-

01. Preparation of Breakfast, Lunch and Dinner for the trainees of this Institute.
02. Cleaning of Rooms occupied by the trainees in the camps of this Institute as well as cleaning of utensils used for meals etc.
03. Water arrangements.
04. Security of Luggages etc of trainees day and night.

Your offer for the aforesaid work and period at Rs.1800/- only [Rupees One thousand eight hundred only] is hereby accepted. The utensils required for the aforesaid work will be provided by the Institute.

You are, therefore, suggested to report in this Office in the forenoon of 01.04.96 for starting aforesaid work and making necessary arrangements.

[R.K. RAM]
SENIOR INSTRUCTOR
For Director

Copy to :-

01. Bill Clerk
02. Shri B. Barua, T.D.

For Director

Issued
21/4/96

35
24
8-6/94-TRG

26th July, 1996

Shri Nagen Bhuyan
S/o Shri Madan Bhuyan
Vill. Baghmari
Biswanath Chariali (Assam)

I am to refer to your tender dated 22.7.96 for the following work @ Rs.1100.00 PM for the period from 1.8.96 to 31.7.97 and to state that the Competent Authority of this Institute have accepted your offer for the undermentioned work @ Rs.1100.00 only (Rupees One thousand one hundred only) per month.

1. Preparation of Breakfast, Lunch and Dinner for the trainees of this Institute.
2. Cleaning of rooms occupied by the trainees in the campus of this Institute as well as cleaning of Kitchen and utensils used for meals etc. Utensils will be supplied by the Institute.
3. Water arrangements.
4. Security of Luggage etc. of trainees day and night.

Other terms and conditions of the Contract shall be as under :-

1. The above said Contract work is awarded for the period 1.8.96 to 31.3.97 subject to reduction or extension in this period which will be at the discretion of the Institute.
2. During the aforesaid Contract period, the Contractor shall be engaged and paid only for the period when Trainee's Mess is functional.
3. The Contractor shall be fully responsible for any loss/damage of items under his custody and he will be liable to make good such losses to the Institute.
4. The payment of Contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
5. Contractor concerned will have to deposit a Security Deposit of Rs.1000.00 only (Rupees One thousand only) with this Institute which will be refunded to the contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms of this Contract, the security deposit of Rs.1000.00 shall be forfeited.
6. The Contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be nominated by the Director of the Institute.
7. For arranging the cooking materials and keeping the accounts thereof, a committee of trainees headed by the Hostel Superintendent will be formed and contractor will associate this committee for procurement of food stuffs etc.

....2/-

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8. The Director of the Institute reserves the right for settlement of any dispute arises between Trainees and Contractor. Decision of the Director of this Institute will be final and binding for both the parties i.e. Contractor and Trainees.

You are, therefore, hereby suggested to accept the aforesaid terms and conditions latest by 30.7.96 and report for work by the afternoon of 31st July 1996 positively.

Yours faithfully

R.K. RAM
(R.K. RAM)
SENIOR INSTRUCTOR
FOR DIRECTOR

v/c *cm*
25.7.96

Issued
25.7.96

Copy to -

1. Bill Clerk
2. Hostel Supervisor

37 9/10/97 (26) 10/6/97
GOVERNMENT OF INDIA
NORTH EASTERN REGION FARM MACHINERY TRAINING & TESTING
INSTITUTE, BISWANATH CHARILAI, DISTT. SONITPUR (ASSAM)-784176

No. 8-6/94-Try

Dated the 30th May, 1997

Shri Nagen Bhuyan
S/o Shri Madan Bhuyan
Vill. Bagmari
Biswanath Charilai (Assam)

I am to refer to this office letter of even No. dated 26.7.96 awarding him the contract for preparation of Meals/Cleaning of Rooms/Water arrangements/Security of luggage for the trainees staying in Institute Hostel for the period w.e.f. 1.8.96 to 31.7.97 @ Rs. 1100.00 p.m. in this connection the contract is hereby discontinued as per the clause No. 2 of the contract w.e.f. 1.6.97. He is also instructed to handover all the items taken by him on loan from the Institute.

Received
Nagen Bhuyan
30.5.97

CMK
(C.R. LOHI)
ASSTT. ENGINEER (T)
FOE DIRECTOR

O/c
B.S. Das
30/5

38

9 no. 63

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No. B-6/94-TRG

Dated the 20th Aug. 1997

Shri Nagen Bhuyan
Vill. Balipukhuri
P.O. Burigaon
Distt. Sonitpur (Assam)

Dear Sirs,

Please refer your tender dated 24.7.97 and application dated 19.8.97 for the following work @ Rs.1250.00 per month for the period from 1.9.97 to 31.8.98 and to state that the tender is under consideration and decision will be taken on receipt of your confirmation to the following points:-

1. Preparation of break-fast, Lunch, Dinner for 20 to 30 Nos. trainees of this Institute.
2. Cleaning of rooms occupied by the trainees in the campus of this Institute as well as cleaning of kitchen and utensils used for meals etc. Utensils will be supplied by the Institute.
3. Water arrangements.
4. Security of Luggage etc. of trainees day and night.

Other terms and conditions of the contract shall be as under :-

1. The above said contract will be awarded for the period from 1.9.97 to 31.8.98 subject to reduction or extension in this period which will be at the discretion of the Institute.
2. During the period of aforesaid contract, the contractor shall be engaged and paid only for the period when trainees Mess is functional.
3. The contractor shall be fully responsible for any loss/damage of items under his custody and he will be liable to make good the losses to the Institute.
4. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
5. Contractor concerned will have to deposit a security Deposit of Rs.1000.00 only (Rupees one thousand only) with the Institute which will be refunded to the contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms and conditions of this contract, the security deposit of Rs.1000.00 only shall be forfeited.

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6. In addition to the above, the contractor will have to submit two securities of two MP/MLA/President or Members of the Town Committee/ Gaon Darah/ Gazetted officers of Central/State Govt. to make good the loss to the Institute in case the contractor fails to do so.
7. The contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be appointed by the Director of the Institute.
8. For arranging the cooking material and keeping the accounts thereof, a Committee of Trainees headed by the Hostel Superintendent will be formed and contractor will associate with this committee for procurement of food stuff etc.
9. The contract work may be terminated at any time by the Institute if work performance is not found satisfactory.
10. The Director of the Institute reserved the right for settlement of any dispute arises between trainees and contractor. Decision of the Director of this Institute shall be binding to both the parties i.e. Trainees and contractor.

You are, therefore, hereby suggested to accept the aforesaid terms & conditions and convey the same latest by 26.8.1997, failing which it will be deemed that you are not interested to accept the aforesaid contract and terms & conditions attached to the contract and decision shall be taken accordingly.

Yours faithfully

[Signature]
[R.K. RAM]
SENIOR INSTRUCTOR
FOR DIRECTOR

20

[Signature]
Nagendra Prasad

[Signature]
(20.8.97)

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29 184 5
29 NOV 67
No. 8-6/94-TRG

6th July, 1998

Shri Nagen Bhuyan
Vill. Salipukhuri
P.O. Burigaon
Distt. Sonitpur (Assam)

Dears,

Please refer this office letter of even number dated 20.8.97 regarding Contract for preparation of Breakfast, Lunch, Dinner, at the trainees hostel at this Institute for the period from 1.9.97 to 31.8.98. This contract will expire by 31.8.98 (AN).

It is proposed to extend the aforesaid contract @ Rs. 1250.00 pm for the period from 1.9.98 to 31.3.99.

You are therefore, hereby suggested to submit your acceptance for extending the aforesaid contract for the period from 1.9.98 to 31.3.99 on the aforesaid monthly rate. Your acceptance should reach this Institute latest by 20.7.98 positively failing which it will be presumed that you are not interested to accept the proposed contract and further action will be taken accordingly.

Yours faithfully

(R.K. RAM)
SENIOR INSTRUCTOR
FOR DIRECTOR

6.7.98

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S.No. 62

(30)

(105)

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Govt. of India
North Eastern Region Farm Machinery Trg. & Testing
Institute, Disamith Chariali - 784 170
Distt. Sonitpur (Assam)

No. 3-5/94-Trg

Dated the 2nd August, 1978

Sri Nagen Bhuyan
Vill. Dailukhuri
P.O. Burigaon
Distt. Sonitpur (Assam)

Dear Sirs,

01.9.78

Please refer your acceptance dated 17.7.78 for extension of the existing contract for preparation of meals etc. for the trainees of this Institute @ Rs.1250.00 only p.m. for further period from 1.9.78 to 31.3.79 under the terms & conditions stipulated in this office letter of even no. dated 20.5.77.

20.5.77

Your request for the extension of existing 'contract' for the period from 1.9.78 to 31.3.79 at this rate of Rs.1250.00 p.m. for the further period from 1.9.78 to 31.3.79 under the terms & conditions stipulated in this office letter of even number dated 20.5.77 is hereby accepted.

Yours faithfully

(R.K. Ray)
SENIOR INSTRUCTOR
FOR DIRECTOR

Copy to :-

1. The Pay & Accounts Officer, Ministry of Agriculture (Deptt. of Agri. & Coopn), G-1, 'A' Block, Ground Floor, Rajaji Bhawan, Basant Nagar, Chennai- 600 070.
2. Accounts Section (2 copies)
3. Senior Instructor.

(R.K. Ray)
For Director

Received
N. Bhuyan
5.8.78

10/8/78
3/8/78

92
9.10.76
Govt. of India
Ministry of Agriculture
(Deptt. of Agri. & Coopn.)

North Eastern Region Farm Machinery Training & Testing Institute
Biswanath Chariali- 784 176 Distt. Sonitpur (Assam)

No. S-6/94-TRG

31 15 106 62
Dated the 31st March, 1979

Shri Hagen Bhuyan
Vill. Salipokhuri
P.O. Burigach
Distt. Sonitpur (Assam)

Dear Sirs,

Please refer your tender dated 30.3.79 for the following work @ Rs. 1449.00 per month for the period from 1.4.79 to 31.3.2000 at the Hostel of this Institute.

1. Preparation of break-fast, lunch, dinner for 20 to 30 Nos. trainees of this Institute.
2. Cleaning of rooms occupied by the trainees in the campus of this Institute as well as cleaning of kitchen and utensils used for meals etc. utensils will be supplied by the Institute.
3. Water arrangements.
4. Security of luggage etc. of trainees day and night.

Your tender for the aforesaid work at the Hostel of this Institute is hereby accepted @ Rs. 1449.00 p.m. for the period from 1.4.79 to 31.3.2000 under the following terms & conditions:-

1. The above said contract will be awarded for the period from 1.4.79 to 31.3.2000 subject to reduction or extension in this period which will be at the discretion of the Institute.
2. During the period of aforesaid contract, the contractor shall be engaged and paid only for the period when trainees mess is functional.
3. The contractor shall be fully responsible for any loss/damage of items under his custody and he will be liable to make good the losses to the Institute.
4. The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
5. Contractor concerned will have to deposit a security deposit of Rs. 1000.00 only (Rupees one thousand only) with the Institute which will be refunded to the contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms and conditions of this contract, the security deposit of Rs. 1000.00 only shall be forfeited.

Contd...P/2

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6. In addition to the above, the contractor will have to submit two securities of two MP/NLA/President or Members of the Town Committee/ Saon Bura/ Gazetted officers of Central/State Govt. to make good the loss to the Institute in case the contractor fails to do so.
7. The contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be appointed by the Director of the Institute.
8. For arranging the cooking material and keeping the accounts thereof, a Committee of Trainees headed by the Hostel Superintendent will be formed and contractor will associate with this committee for procurement of food stuff etc.
9. The contract work may be terminated at any time by the Institute if work performance is not found satisfactory.
10. The Director of the Institute reserved the right for settlement of any dispute arises between trainees and contractor. Decision of the Director of this Institute shall be binding to both the parties i.e. Trainees and contractor.

He, therefore, hereby suggested to accept the aforesaid terms & conditions and resume the said work at the Hostel of this Institute by forenoon of 1.4.79 positively failing which it will be presumed that you are not interest in the work and further action will be taken accordingly.

Yours faithfully,

[Signature]
 C. H. BISHI
 DIRECTOR

N.B.C.

Copy to the Pay & Accounts Officer, Ministry of Agriculture (Deptt. of Agri. & Cooper.), 6-1, A-Block, Rajaji Bhawan, Desant Nagar, Chennai- 600 003.

Director

[Signature]
 31.3.99

1550
[Signature]
 31/3/99

Shri Nagen Bhuyan,
Vill : Salipukhuri,
PO : BURIGAON
Distt. Sonitpur (Assam).

S.M. 82

Dated the 20 April, 2000

Dear Sir,

Please refer your tender dated 31.03.2000 for the following work @ Rs.1600.00 (Rupees One thousand Six hundred only) per m.p.m. for the period from 1.4.2000 to 31.03.2001 at the Hostel of this Institute.

01. Preparation of break-fast, Lunch, Dinner for 20 to 30 nas trainees of this Institute.
02. Cleaning of rooms occupied by the trainees in the campus of this Institute as well as cleaning of kitchen & utensils used for meals etc. utensils will be supplied by this Institute.
03. Water arrangements.
04. Security of Luggage etc. of trainees day and night.
05. Your tender for the aforesaid work at the Hostel of this Institute is hereby accepted @ Rs.1600.00 pm. for the period from 1.4.2000 to 31.03.2001 under the following terms and conditions :-
 - a) The above said contract will be awarded for the period from 1.4.2000 to 31.3.2001 subject to reduction or extension in this period which will be at the discretion of the Institute.
 - b) During the period of aforesaid contract, the contractor shall be engaged and paid only for the period when trainees Mess is functional.
 - c) The contractor shall be fully responsible for any loss/damage of items under his custody and he will be liable to make good the losses to the Institute.
 - d) The payment of contract will be made on monthly basis in the first week of following month on submission of a bill on the proforma prescribed by the Institute.
 - e) Contractor concerned will have to deposit a security Deposit of Rs.1000.00 only (Rupees One thousand only) with the Institute which will be refunded to the contractor on successful completion of the period of contract. In case the contractor fails to abide by the terms and conditions of this contract, the security deposit of Rs.1000.00 only shall be forfeited.

Contd... 2/-

- f) In addition to the above, the contractor will have to submit two securities of two MP/MLA/ President or Members of the Town Committee / Gaon Burah / Gazetted Officers of Central State Govt. to make good the loss to the Institute in case the contractor fails to do so.
- g) The contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be appointed by the Director of the Institute.
- 1) For arranging the cooking material and keeping the accounts thereof, a Committee of Trainees headed by the Hostel Superintendent will be formed and contractor will associate with the Committee for procurement of feed stuff etc.
- 2) The contract work may be terminated at any time by the Institute if work performance is not found satisfactory.
- k) The Director of the Institute reserved the right for settlement of any dispute arises between trainees and contractor. Decision of the Director of this Institute shall be binding to both the parties i.e. Trainees and Contractor.

You are, therefore, hereby suggested to accept the aforesaid terms and conditions and resume the said work at the Hostel of this Institute by forenoon of 1.04.2000 positively failing which it will be presumed that you are not interest in the work and further action will be taken accordingly.

Yours faithfully,

(Signature)
(N. SINGH)
DIRECTOR

N.O.O.

1. Copy to the Pay & Accounts Officer, Ministry of Agriculture, (Deptt. of Agri. & Coopn.), N.P. Campus, J.C. Bose Road, Calcutta - 700 020.

2. Accounts Section

(Signature)
DIRECTOR

(Signature)

18.4.2000

18.4.2000

(Signature)

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Government of India
North Eastern Region Farm Machinery Training & Testing
Institute, Bismanath Chariali 784 174
Distt. Sonitpur (Assam)

No.10-6/94-TRG.

Dated the 20 April 2001.

Shri Nagen Bhuyan,
Vill : Ballipukhuri,
PO : Burigaon
Distt. Sonitpur (Assam).

Dear Sir,

Please refer your tender dated 31.3.2000 for the following work @ Rs.1800.00 (Rupees One thousand eight hundred only) p.m. for the period e.e.f. 1.4.2001 to 30.6.2001 at the Hostel of this Institute.

01. Preparation of break-fast, lunch, dinner for 20 to 30 trainees of this Institute.

02. Cleaning of rooms occupied by the trainees in the campus of this Institute as well as cleaning of kitchen & utensils used for meals etc. utensils will be supplied by this Institute.

03. Water arrangements.

04. Security of luggage etc. of the trainees day and night.

05. Your tender for the aforesaid work at the Hostel of this Institute is hereby accepted @ Rs.1800.00 for the period from 1.4.2001 to 30.06.2001 under the following terms and conditions.

06. The above said contract will be awarded for the period from 1.4.2001 to 30.6.2001 subject to reduction or extension in this period which will be at the discretion of the Institute.

07. During the period of aforesaid contract, the contractor shall be engaged and paid only for the period when trainees mess is functional.

08. The contractor shall be fully responsible for any loss/damage of items under his custody and he will be liable to make good the losses to the Institute.

10. The contractor concerned will have to deposit of Rs.1000.00 only (Rupees One Thousand only) with this Institute which will be refunded to the Contractor on successful completion of the period of contract. In case, the contractor fails to abide by the terms of this contract the security deposit of Rs.1000.00 only shall be forfeited.

11. In addition to the above, the contractor will have to submit bank securities of two MP/MLA/President or Members of the Town Committee/ Gann Bura / Gazetted Officers of Central/State Govt. to make good the loss to the Institute in case the contractor fails to do so.
12. The contractor will act or manage the cooking work under the close supervision of the Hostel Superintendent to be appointed by the Director of the Institute.
13. For arranging the cooking material and keeping the accounts thereof, a Committee of Trainees headed by the Hostel Superintendent will be formed and contractor will associate with the Committee for procurement of food stuff etc.
14. The contractor work may be terminated at any time by the Institute if work performance is not found satisfactory.
15. The Director of this Institute reserves the right to reject the tender or to cancel the contract at any time without assigning any reason. If any dispute arises between trainees and contractor the decision of the Director of this Institute will be final and binding for both the parties i.e. contractor and trainees.

You are, therefore, hereby suggested to accept the aforesaid terms and conditions and resume the said work at the Hostel of this Institute immediately, failing which it will be presumed that you are not interested in the work and further action will be taken accordingly.

Yours faithfully,

(V. N. KALE)
DIRECTOR

H.O.O.

1. Copy to the Pay & Accounts Officer, Ministry of Agriculture, Deptt. of Agri. & Comm., N.P. Campus, J.C. Bose Road, Kolkata - 700 006.

2. Accounts Section.

DIRECTOR

1584-0
20/4
16/4/2001

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Annexure - R4 113

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SP. No. 7

(19)

Gram : TRAKCENTRE
BISWANATH CHARIALI
Phone: 169A

No. 3-1/91-BA.
Government of India,
North Eastern Region Farm Machinery
Training & Testing Institute,
PO : BISWANATH CHARIALI - 784 176
Distt. Sonitpur (Assam)

Dated the 22nd July 1991.

Shri Reajen Das,
Vill Puranigaon
PO : Biswanath Ghat
Distt. Sonitpur (Assam)

Your name has been sponsored by the Assistant Employment Officer, Employment Exchange, Biswanath Chariali, for temporary engagement on daily wages at this Institute for watch and ward and other miscellaneous jobs.

You are, therefore, hereby directed to be present in the Office of the Director, North Eastern Region Farm Machinery Training & Testing Institute, in front of SDO (Civil) Residence Biswanath Ghat Road, Biswanath Chariali, Distt. Sonitpur (Assam) on 7.8.1991 at 10.00 AM sharp for interview. Please bring your Certificates of qualifications, age, experience, caste and employment Exchange Registration card for verification by this office at the time of interview.

(P. C. JAIN)
ASSISTANT ENGINEER (T)
For Director

CJC CHM
22-7-91

Issued
for
22-7-91

2. Ranjan Das,
Puranigaon,
BISWANATH GHAT
3. Nirab Das,
Puranigaon
BISWANATH GHAT
4. Prakash Subedi,
Golia,
PANIBHARAL
5. Daud Hemram
Bi joypur
KONWARI (PO: Boko)
6. Nagen Bhuyan
Baghmarā
CHARIALI

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Annexure - R5

Chem : TRANSLATION
CHATTAL

Phone : 3071

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GOVERNMENT OF INDIA
Farm Machinery Training & Testing Institute (F.M.T.I.),
Ministry of Agriculture
(Deptt. of Agri. & Co-operation)
BISNATH CHATTAL - 704 170,
Distt. Sonitpur (A. S. S. M.).

No. 1-7/90-Instt.

Dated the 28 Nov., 1974.

28 NOV 1974

- 1) Shri Rupeswar Smt
- 2) " Haradhan Bawri
- 3) " Ranjan Das
- 4) " Niranb Das
- 5) " Pon Das (K. S. Medli) (C) Nagen Bhuyan

Please refer your application dated _____
for appointment to the post of Chockidar-cum-Farm Mate
in the pay scale of Rs. 730-960 at this Institute, on regular
basis.

You are hereby directed to attend the interview for
the post of Chockidar-cum-Farm Mate at this Institute on
6.12.1974 at 10.00 AM sharp.

Please bring your original certificates of quali-
fications, age, experience, caste and Employment Exchange
Card etc.

(P.C. SUMI)
OFFICE SUPERINTENDENT
for Director

OK

188u.e.c.
Dn = 28/11/74

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5/10.93

Annexure - R6
115

GOVERNMENT OF INDIA

Farm Machinery Training & Testing Institute [N.E.R.]
PO : BISWANATH CHARIALI - 784 176, Distt. Sonitpur [Assam]

No.1-7/90-Estt.

Dated the 2nd Nov., 1994.

C I R C U L A R

It is expressed that four temporary posts of Chowkidar-cum-Farm Mate are to be filled on regular basis at this Institute. The posts are sanctioned upto 28.2.95 and are likely to continue thereafter. One post is reserved for Scheduled Caste and one for Scheduled Tribe. The requirements for these posts are as under :-

1. Age limit : Between 18 - 25 years
2. Qualification : Primary School Standard Passed.
3. Scale of pay : Rs.750-12-870-EB-14-940 plus Allowances

The interested and eligible Chowkidar cum Farm Mate [Adhoc] / Daily Paid Labours working at this Institute may submit their applications in the following proforma latest by 10.11.1994 [AN]

1. Name & address :
2. Date of birth :
3. Emp. Exchange Regn. No. :
4. Whether SC/ST :
5. Qualification :
6. Experience :
7. Other Information, if any, :

Photo copies of relevant certificates should be attached to the application.

[P.C. JAIN]
ASSISTANT ENGINEER [TESTING]
For Director

DISTRIBUTION

1. Shri Rupeswar Sut [Adhoc]
2. Shri Haradhan Bawri [Adhoc]
3. Shri Ranjan Das
4. Shri Nirab Das
5. Shri Prakash Ch. Subedi
6. Shri Nagen Bhuyan.