



महाराष्ट्र शासन
कृषि विभाग

भा. बाळासाहेब ठाकरे कृषि व्यवसाय व ग्रामीण परिवर्तन (SMART) प्रकल्प
प्रकल्प समन्वय व व्यवस्थापन कक्ष



शेती महामंडळ भवन, २७० गांबुर्डा, सेनापती वापट मार्ग, सिवॉयसीस कॉलेज जवळ, पुणे-४११०१६
फोन नं. ०२०-२५६५६५७७ / ७८, ई-मेल-pcmu.smart@gmail.com, वेबसाईट-www.smart-mh.org
.smart@gmail.com, वेबसाईट-www.smart-mh.org

जा.क्र.स्मार्ट/पीसीएमयु/प्रशासन/ २१२६ /२०२५
प्रति,

दि. ०८/१०/२०२५

नोडल अधिकारी,
विभागीय अंमलवजावणी कक्ष,
स्मार्ट, अमरावती

विषय :- श्री.विजयकुमार नामदेवराव डेहनकर, सहाय्यक अभियंता यांच्या सेवा करार कालावधीवावत.

संदर्भ:- १.सामान्य प्रशासन विभाग, शासन निर्णय क्र संकिर्ण-२७१५/प्र क्र १००/१३ दि.१७/१२/२०१६

२.या कार्या.आदेश जा.क्र.पीसीएमयु/स्मार्ट/प्रशासन/१६७/२०२३ दि.०२/०२/२०२३

३.सामान्य प्रशासन विभाग शासन निर्णय क्र संकिर्ण-२७१५/प्र क्र १००(भाग १)/१३ दि.८/९/२०२३

४.सामान्य प्रशासन विभाग शासननिर्णय क्र संकिर्ण-२७१५/प्र क्र १००(भाग १)/आस्थामं

(का.१३)दि.२३/९/२४

५.या कार्या.आदेश जा.क्र.पीसीएमयु/स्मार्ट/प्रशासन/२८९२/२०२४ दि.२८/१०/२०२४

६.आपले पत्र जा.क्र./वि.अ.कक्ष/८२४/२०२५ दि. १९/०९/२०२५

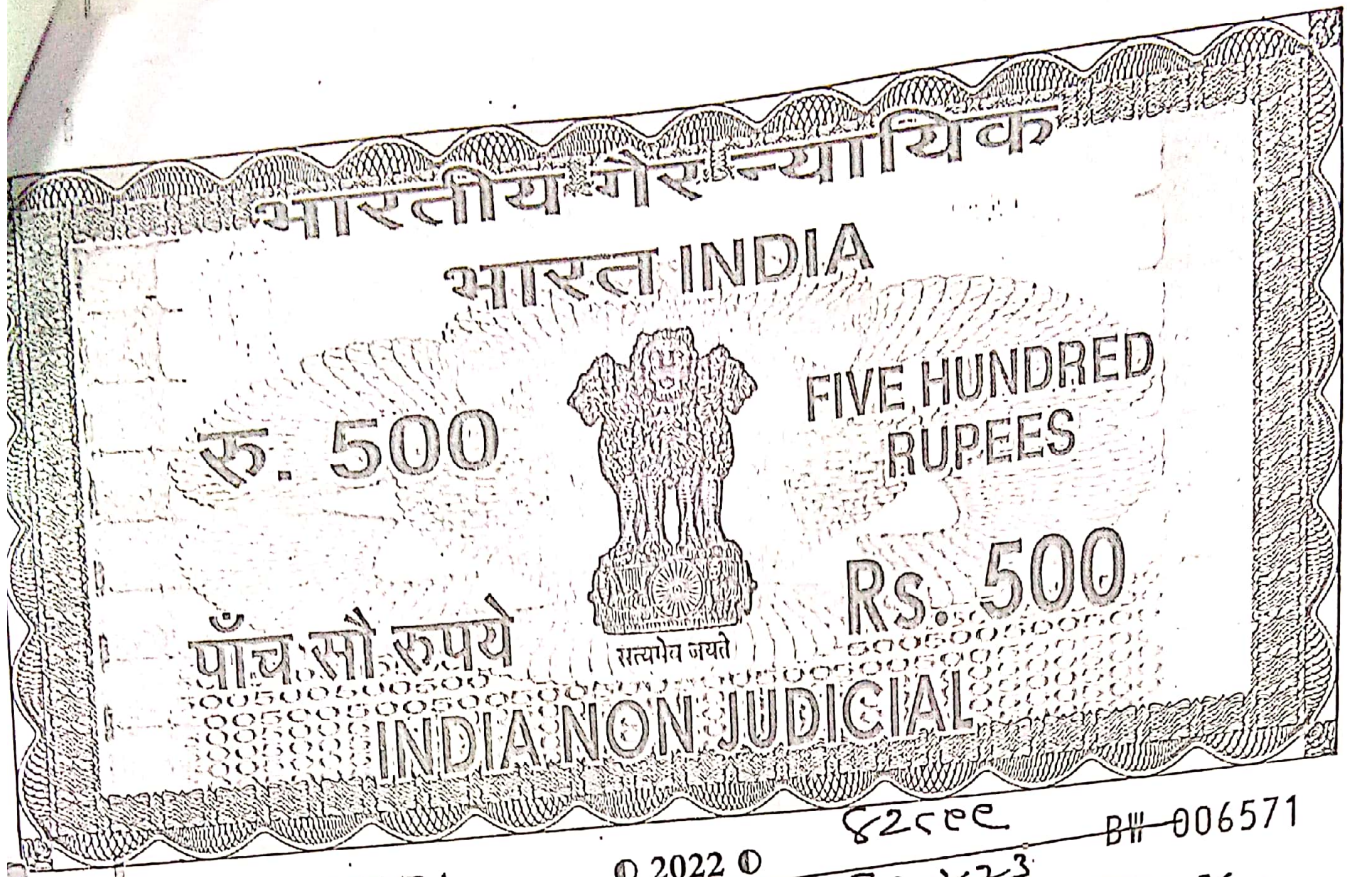
उपरोक्त विषयावावतच्या आपल्या संदर्भ क्र ६ येथील पत्राच्या अनुषंगाने कळविण्यात येते की, श्री.विजयकुमार नामदेवराव डेहनकर, सहाय्यक अभियंता, विभागीय अंमलवजावणी कक्ष, अमरावती यांनी सेवाकरार संपल्यानंतरही काम केले असल्याने त्यांच्या सेवा करारास आपल्या शिफारशीनुसार खालील अटी व शर्तीच्या अधिन राहून दि. ०४/०२/२०२४ ते ०३/०२/२०२५ अखेर एक वर्षाकरीता कार्यांतर गंजुरी देण्यात येत आहे. तसेच दि.०५/०२/२०२५ पासून पुढील एक वर्षासाठी मुदतवाढ देण्यात येत आहे.

१. संदर्भ क्र.१,३ व ४ येथील शासन निर्णयातील तरतुदीनुसार श्री.डेहनकर यांना निश्चित केलेले मानधन/ परिश्रमिकामध्ये कोणतीही वाढ अनुज्ञेय राहणार नाही.
२. श्री.डेहनकर यांनी सेवा करार रु.५००/- च्या स्टॅम्प पेपर वर स्वाक्षरीसह तयार करून नोडल अधिकारी, विभागीय अंमलवजावणी कक्ष, अमरावती यांना सादर करावा. नोडल अधिकारी, विभागीय अंमलवजावणी कक्ष यांनी सादर सेवा करार प्रकल्प समन्वय व व्यवस्थापन कक्षास सादर करावा.
३. श्री.डेहनकर यांच्या सेवा संदर्भ क्र.१,३,४ येथील शासन निर्णयानुसार घेण्यात येत असल्याने सादर शासन निर्णयातील व सेवा करारातील तरतुदी प्रस्तुत मुदत वाढीच्या कालावधीकरीता लागू राहतील.
४. श्री.डेहनकर यांच्या सेवा करार पध्दतीने घेण्यात येत असल्याने सहाय्यक अभियंता या पदावर नियमित नियुक्ती झाल्यास त्यांच्या सेवा तात्काळ संपुष्टात येतील.

(डॉ.हेमंत वसेकर, भा.प्र.से)

प्रकल्प संचालक, स्मार्ट





महाराष्ट्र MAHARASHTRA

© 2022 ©

82000

BH 006571

E. 2. 2023

विष्णु सुते
जयलत अ. देशमुख
(सुशांक विक्रेता,
अमरावती शहर
जा.नं ३/१००)



EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter referred to as the "Contract") is made and executed on 3rd, day of February 2023. sign on dated 6/02/2023

BETWEEN
Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness
And Rural Transformation Project (SMART), *
A World Bank assisted project
Under the Government of Maharashtra

Through
The Additional Project Director,
Project Co-ordination and Management Unit (PCMU)
Having office at Pune
(Hereinafter referred to as "SMART Project")
which expression shall, unless the repugnant to
the context or meaning thereof, mean and include its successors and assigns

PARTY OF THE FIRST PART

AND

Mr. Vijaykumar Dehankar Son of Namdeorao Dehankar about 60 years, residing at Amravati (hereinafter referred to as the "the contractual Employee").

PARTY OF THE SECOND PART

(The Project and the contractual Employee shall hereinafter collectively be referred to as "Parties" and individually as a "Party".)

WHEREAS, the Project is World Bank funded project proposes to support the development of inclusive and competitive agriculture value chains, focusing on small holder formers and agri-entrepreneurs in Maharashtra.

WHEREAS, the Project desires to employ and retain the services of the contractual Employee on the temporary basis according to the terms and conditions herein.

WHEREAS, the employee has 36 years of experience in the field Civil Construction Work.

The contractual employee has agree to execute the task assigned to him by The Projec Director, Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness I, And Rural Transformation Project (SMART), Pune on following terms and conditions:

1. DETAILS OF POST:

a. Upon execution of this Contract, the employee would be posted as the Assistant ;" Engineer at SMART office Pune.

2. DURATION OF CONTRACT:

The contract period will be for 12 Months, i.e. up to 02/02/2024 which shall be extended for further period depending on his performance. He will have to work for the Project on full time basis under the overall command of the competent authority Head of Regional Implementation Unit (RIU).

3. CONDITIONS OF EMPLOYMENT:

1) The contractual employee should be aware of that this project is funded by the World Bank for a specific period. His assignment will automatically come to an end on the expiry of the specific period or the period of project whichever ends earlier and no notice, notice pay, retrenchment compensation will be payable to him by the SMART Project.

2) Since his appointment is being made for a specified period he will neither have any right nor a lien on the post held by him. Also he will not claim regular employment, absorption, regularization, age relaxation, earned leave, annual increment to condone technical breaks even if there is such a vacancy for the post held by him. Otherwise if he wants to leave the service, he can do this by serving one month notice or salary of one month, if one month notice

is not served. No compensation or remuneration of unexpired period or contract will be payable by the Project, if, his services are terminated or he resign from the services of the Project before the specified period of contract.

3) The contractual employee will not be considered as the employee of the Government of Maharashtra.

4) His assignment is made on the basis of his particulars such as qualification, experience as given in his application and in case any information is given by him is found false or incorrect his appointment will be deemed void and liable for termination without any notice/salary.

5) He will be bound by the rules regulations and office orders in force and framed by the Project from time to time and the same will form part of his terms and conditions of employment with the Project as and when made effective. The duties and responsibilities applicable to Assistant Engineer. SMART project are given in the Annexure A enclosed with this Contract.

6) His working hours will be as per the Government of Maharashtra office working hours on all working days of every month. This timing can however, be changed as per the requirement of the Project.

7) He will be allowed to enjoy public Holidays declared from time to time by the Government, in addition to weekly holidays. He will be entitled to get 18 days casual leave in 32 months of contract. Any other kind of leave is not admissible to him during his tenure of contract. The leave as provided above, will be available proportionately according to his appointment.

8) He will discharge his duties efficiently to the satisfaction of respective head :of Regional Implementing Unit (RIU).

9) He will not be allowed to contest any type of election during contract Period.

10) His legal heirs will not be entitled to make claim of appointment on compassionate ground.

11) He shall only be entitled for allowances or benefits as mentioned in the Government Resolution dated 17/12/2017.

12) He shall not be entitled to any preferential, claim for regular appointment under normal process of selection.

13) His appointment is purely on contract basis and on a consolidated remuneration on the basis of G.R. dated 17/12/2016 and all the terms and conditions mentioned in the G.R. dated 17/12/2016 are applicable to employee.

14) The employee will stay at assigned office location & not allowed to change the location without permission of respective head of Regional Implementing Unit (RIU) and appointing authority i.e. Project Director, SMART, Pune.

15) He will be required to complete the work assigned to him within the stipulated period. The respective head of Regional Implementing Unit (RIU) and appointing authority shall review and evaluate the work from time to time regarding their work.

16) The employee shall sign and submit self-declaration form (Annexure B)

4. REMUNERATION

The remuneration of PCMU, Pune who is assigned as Ass. Engineer (Name of the post) will be paid Rs. 59125/- (Word Rs. Fifty Nine Thousand one Hundred Twenty Five Only)

1	Date of retirement	30/09/2020
2	Assigned pension by AG	
3	Commutation value	
4	Date of appointment on contract basis	02/02/2023
5	Pension at the time of contractual appointment	
6	Pension +DA at the time of contractual Appointment	
7	Monthly total pension	
8	Residential, TA & telephone allowance @25% of monthly total pension	
9	Total	59125/-

5. NOTICE

Any notice required by this Contract or given in connection with it. Shall be in writing and shall be given to the appropriate Authority by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services.

6. FINAL CONTRACT

This Contract terminates and supersedes all prior understanding or agreements or contracts on the subject matter hereof. This Contract may be modified only by a further writing that is duly executed by both parties.

7. HEADINGS

Headings used in tin's contract are provided for convenience and shall not be used to construe meaning or intent.

8. MODIFICATION

Any modification of this Contract is provided for convenience only and shall not be used to construe meaning or intent.

9. CONFIDENTIALITY

The contractual Employee acknowledged that, in the course of performing and fulfilling his duties here under, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Project. The Contractual Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Project is entitled to protect. Accordingly, the Contractual Employee covenants and agrees with the Project that he will not, during the continuance of this Contract, disclose any of such confidential information to any person, firm, corporation, offices nor shall he use same.

10. TERMINATION

This Employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of the Contractual Employee:

C. If the contractual employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury or mental incapacity, the Project shall have the option to terminate this Contract with no obligation to pay remuneration.

D. Discharge for cause:

In the event of Contractual Employee commits a material breach of the conditions of employment (1 to 16 of clause 3) and duties of Contractual Employee under this Contract or commits any acts designated as conduct violation or for just cause shall be considered cause for immediate dismissal. Project may terminate this Contract, during its term, only for cause' which for purposes herein, shall mean Contractual Employee

- (i) material and continuing failure to perform his essential duties here under, including but not limited to failure to work full time on the administration of Project for reasons other than disability or
- (ii) dishonesty or
- (iii) gross dereliction of duty or fraud, misrepresentation or other acts of moral turpitude or criminal conduct or
- (iv) a material breach of any term of this Contract.

He shall not initiate any Legal Proceeding against the Project for the reasons mentioned in termination clause above.

11. SEVERABILITY

If a Clause or part of a Clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any Clause or part of a Clause is illegal, unenforceable or invalid, that Clause or part is to be treated as removed from this Contract but the rest of this Contract shall not be affected.

12. ARBITRATION

Any controversy, dispute or claim arising out of or relating to this Contract or breach thereof shall be endeavored to be settled by mutual discussions, failing which, the same shall be settled by arbitration, following appropriate procedure under the Arbitration and Conciliation Act, 1996. The Arbitrator will be finalized amicably by all the parties, and the said Arbitrator will be based at Pune. The arbitral award will be final and binding, subject to legal remedies available under the law.

Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

IN WITNESS whereof the Project and the contractual Employee have executed this Contract on the day and year first here in lie lore written.

Place: Pune

Date:3/2/2023

Additional Project Director Hon.Balasaheb Thackeray
State of Maharashtra's Agribusiness
And Rural Transformation Project (SMART)


In the presence of:

Witness:

I accept, the offer and term and conditions mentioned in the letter.

Name of the Employee :- Vijaykumar Namdeorao Dehankar
Address :- Hingaspure Nagar, Behind Manot Manglya,
M.I.D.C. Old by Pass Road, Amravati

In the presence of:
Witness:


सनियंत्रण व मूल्यमापन व एम.आय.एन.ए.तंत्र
विभागीय अंमलवजावणी कक्षा
स्मार्ट प्रकल्प, अमरावती

ANNEXURE-A

Duties and Responsibilities applicable to Assistant Engineer under SMART Project

1. To provide technical guidance and analyse Techno Economical viability of civil works proposed in subprojects. "
2. To assist in procurement process and assure the standards/ specifications of civil works at CBO level.
3. Site inspections, verifications of MB and records related to civil works as per the need of the Project
4. To provide assistance to field functionaries for rollout sanctioned subprojects.
5. Prepare, maintain and submit various reports, data as per Project requirements.
6. Perform any other duty assigned by the competent authority time to time

ANNEXURE-B

Declaration

I Mr. Vijaykumar Son of Namdevrao Dehankar Age 60 Years, resident of Hingaspure Nagar, Behind Manot Manglya, M.I.D.C. Old by Pass Road, Amravati declare the following statements:

1. I Mr. Vijaykumar Namdeorao Dehankar selected for contract job at SMART Project for the post of Assistant Engineer, My Educational qualification, experience and other related certificates have been given by me for selection to the above post , all the facts mentioned in it are completely true and I have not made any wrong or false submission during application and selection and document submission process . If in future any complaint is received in respect of the submitted certificates or any other false submission during requirement and selection process and if after investigation, any of the facts/certificate's are found to be wrong or fraudulent or any discrepancies are found in the submission (hen I will be personally responsible for that. I agree that SMART Project can take legal action against me including immediate termination of my services.
2. I am fully aware that this is Contractual Job & T will not force or Claim for permanent employment with Hon. Balasaheb Thackeray Agribusiness Rural Transformation Project, SMART. I agree to comply with the terms and conditions of the contract.
3. I declare that I am of good mental & physical health and J do not have any physical defect, deformity or disability.
4. No departmental inquiry is ongoing or proposed against me and no punishment imposed in past in connection with such inquiry. Also no vigilance inquiry and police inquiry/case is pending/in progress against me. If information is received about any inquiry/case or proceedings against me, then I will not have any objection to take legal action against me and my appointment should be cancelled/terminated immediately.
5. I am not engaged in any professional activity which would interfere with the performance of the assigned service.

6. I declare that no conflict of interest exists and in future if any conflict of interest arises in future I will disclose the same and SMART Project can take legal action against me.
 7. My services will be engaged with this project for 24 hrs. , I will not work with any other, agency/department/other project or self-practice, etc. during the contractual period, If found, my appointment should be cancelled/terminated immediately.
- I hereby certify that the above statement Point No. 1 to 7 contained in this affidavit is true to the best of my knowledge and nothing has been concealed therein.

(Signature)

Applicant/ Employee's Signature

Date: 03/02/2023 sign on dated 6/02/2023