



OIL & NATURAL GAS CORPORATION (W.O.U.) KARMACHARI SANGHATANA

AFFILIATED TO - PETROLIUM & GAS WORKERS' FEDERATION OF INDIA

Reg. No. (By - II - 8268)

Tel. : 022-26274102

Flat No.102, 1st Floor, Acme Harmony-I, Poonam Nagar, Off. JV Link Road, Andheri (E), Mumbai - 400 093.

Website : www.ksmumbai.com

REF. : ONGC/KS/ 62 /2025

ओ.एन.जी.सी. प्रशा. उरण
ONGC ADMN, URAN
आवक क्र./Inward No. 51
दिनांक/Date 14/7/25

ओ.एन.जी.सी. प्रशा. उरण
ONGC ADMN, URAN
आवक क्र./Inward No. 180
दिनांक/Date 14/7/2025

DATE : 11/07/2025

To,
The GGM – Plant Manager,
ONGC-WOU,
Dronagiri Bhavan,
LPG Plant,Uran,
Dist. Raigad: - 400 702.

O/C

Subject: Request for reconsideration of tendering process for “Garden Maintenance” contract including “Fair Wage” Policy for Garden Workers as per the MOU signed for “Fair Wage” before the Dy. Chief Labour Commissioner (C), Mumbai.

Respected Sir,

We would like to draw your kind attention to a matter of urgent and serious concern regarding the upcoming tendering process for the “**Garden Maintenance**” contract, which is expiring on **07/11/2025**. At present, 34 garden workers are engaged under this contract.

These workers are **Project-Affected Persons**, engaged in gardening work as part of a compensation. The directives were issued by the **District Collector of Raigad** on **11/02/1997**. They are recognized as MOU workers, protected under the status quo order of the Hon'ble High Court, Mumbai, following the withdrawal of a related court case.

Subsequently, ONGC entered into an agreement with all the unions functioning in ONGC before the **Dy. Chief Labour Commissioner (C)** in the year 2016, ensuring the implementation of a “Fair Wage” Policy and job protection until the age of 60. As a result, these workers receive wages in accordance with the Fair Wage Policy, in addition to **Group Insurance (₹5 lakh), Personal Accident Coverage, Family Floater Health Insurance (₹5 lakh), Gratuity, Bonus, Annual Leave** and other statutory benefits. For the past 4 to 5 contract cycles, the tendering process has accounted for these fair wage components in the overall budget. The Fair Wage agreement made applicable from **01/04/2012** to all the Contractual workers working in Mumbai Region including Hazira LPG Plant.

It has recently come to our notice that the new tender process is being framed under the **CPWD Horticulture DSR 2020 guidelines**, which estimates the contract value at only **₹2,36,48,662.00 (Rs. Two Crore Thirty Six Lakh Forty Eight Thousand Six Hundred Sixty Two Only)**, a significant reduction compared to the current contract value of **₹7,63,93,180.00 (Rs. Seven Crore Ninety Three Lakh One Hundred Eighty Only)**. This reduced valuation fails to meet the wage requirements established under the “**Fair Wage**” Policy and disregards the existing legal and contractual commitments to the workers.

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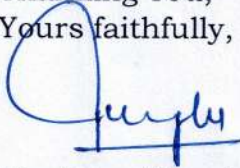
Furthermore, as clearly mentioned on the Page 10 of 15 in the "Fair Wage" Policy agreement, "Maintenance of Garden" is categorized under Job Contracts, thereby making the CPWD guidelines inapplicable in this specific context.

Implementing the new tender under **CPWD norms** would not only result in non-compliance with labour laws but also violate the legally binding of MOU signed before the **Dy. Chief Labour Commissioner (C), Mumbai** and the **"Fair Wage"** Policy agreement. Please find enclosed the copy of agreement of Fair Wage Policy for your perusal.

In light of the above, we earnestly request your kind intervention to ensure that the tendering process incorporates all financial components and statutory protections as per the established **"Fair Wage"** Policy. We respectfully urge your esteemed authority to direct the concerned department to follow the previous tendering model, which honors the **wage structure and social security benefits** agreed upon.

We are hopeful that your esteemed office will consider the gravity of this matter and help us avoid a potential industrial dispute or legal escalation. We trust your intervention will uphold the rights and dignity of the affected workers.

Thanking You,
Yours faithfully,



(Pradeep Mayekar)
General Secretary

Copy to:

1. CGM – Head Engineering Services, ONGC-WOU, LPG Plant, Uran, Raigad- 400702
2. GM – I/c HR/ER, ONGC-WOU, LPG Plant, Uran, Raigad- 400702
3. DGM (C) – I/c Civil Section, ONGC-WOU, LPG Plant, Uran, Raigad- 400702
4. Manager (HR) - I/c, IR, ONGC-WOU, LPG Plant, Uran, Raigad- 400702

List of Garden workers in running contract Under M/S. SHIVAM DEVELOPERS, URAN

Sr. No.	Name of worker	Gender	Date of joining
1	SACHIN SATYAWAN MHATRE	Male	1997
2	AMIT ARUN NAIK	Male	1997
3	RUPESH RAMESH MHATRE	Male	1997
4	SANTOSH ANANDA BARDE	Male	1997
5	HARSHAD KAMALAKAR MHATRE	Male	1997
6	RANJAN SHRIDHAR MALI	Male	1997
7	NISHANT SHRIDHAR WARIK	Male	1997
8	SACHIN NARENDRA PATIL	Male	1997
9	PRASHANT KAMALAKAR PATIL	Male	1997
10	SANTOSH VASANT GHARAT	Male	1997
11	JAGRUTI SANJAY PATHARE	Female	1997
12	CHANDRASHEKHAR JAGANNATH THAKUR	Male	1997
13	VIKAS MARUTI KADU	Male	1997
14	KALPESH MAHADEV MHATRE	Male	1997
15	SANJAY TATYAJI SHENDE	Male	1997
16	GANESH ANANDA BARDE	Male	1997
17	MANISHA ATUL PATIL	Female	1997
18	VINAY BALKRISHNA GHARAT	Male	1997
19	SHISHIR PRABHAKAR MHATRE	Male	1997
20	BHARATRAJ BHASKAR THALI	Male	1997
21	ANANT SHANKAR NARANGIKAR	Male	1997
22	SANJAY NARAYAN PATIL	Male	1997
23	MANOHAR AKARAM BHAGAT	Male	1997
24	CHARULATA DATTARAM MHATRE	Female	1997
25	MAHESH MAHADEO MHATRE	Male	1997
26	MANISHA GAJANAN MALI	Female	1997
27	MANGESH JATRAM THALI	Male	1997
28	RAJENDRA KASHINATH PATIL	Male	1997
29	MANORAMA SADASHIV BHOIR	Female	1997
30	BALKRISHNA TULSHIRAM MHATRE	Male	1997
31	MAHENDRA VASANT MHATRE	Male	1997
32	NARAYAN BAMJI MHATRE	Male	1997
33	DATTARAM PANDURANG PATIL	Male	1997
34	JITENDRA SADANAND MHATRE	Male	1997

Total Unskilled Worker : 33
Skilled Worker : 01
Total Worker : 34



ऑयल एण्ड नेचुरल गैस कारपोरेशन लिमिटेड
Oil And Natural Gas Corporation Limited

मुम्बई क्षेत्र, उरण प्लान्ट
Mumbai Region, Uran Plant
URAN, DIST : RAIGAD, MAHARASHTRA - 400702
Fax No.(022) 2722 2811

NO.URAN/ADMIN/PAP/2006/536

DATE: 20 February 2006

To,

The District Collector,
Raigad, Alibag.

Sub : Providing Employment to Uran Taluka PAPs – regarding.

Sir,

Please refer your letter dated 9.1.2006 seeking information on the above mentioned subject.

As desired, a list of Project Affected People of Uran Plant given employment in ONGC is enclosed herewith for ready reference.

Thanking you

Encl. : As above.

Yours faithfully,

[Signature]
20/02/06

DGM-HSS & I/c HR/ER

Copy to :

- 1) The Tahasildar, Uran – Along with a copy of PAPs list.

DGM-HSS & I/c HR/ER

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...	

20 FEB 2006

[Signature]
3-3-06

LIST OF GARDEN LABOUR WORKING IN CONTRACT

SL. NO	NAME OF THE PERSONS EMPLOYED IN ONGC	PAP CERTIFIC ATE NO. & DATE	OFFICE OF WHICH CERTIFICAT E ISSUED BY	EMPLOY ED IN ONGC W.E.F.	EMPLOYMENT GIVEN ON REGULAR OR THROUGH CONTRACTOR	POST IN WHICH EMPLOYED
1.	Manohar A. Bhagat	--	--	25.5.94	Contractor	Garden Labour
2.	Santosh A. Berde	--	--	25.5.94	-do-	-do-
3.	Leela L. Gharat	--	--	25.5.94	-do-	-do-
4.	Chetna C.	--	--	25.5.94	-do-	-do-
5.	Anant S. Narangikar	--	--	25.5.94	-do-	-do-
6.	Ravi M. Mhatre	--	--	25.5.94	-do-	-do-
7.	Hema H. Mantri	--	--	25.5.94	-do-	-do-
8.	Ganesh A. Berde	--	--	25.5.94	-do-	-do-
9.	Manorama S. Bhoir	--	--	1.4.97	-do-	-do-
10.	Charulata D. Mhatre	--	--	1.4.97	-do-	-do-
11.	Manisha Gajanan Mali	--	--	1.4.97	-do-	-do-
12.	Jagruti P. Naik	--	--	1.4.97	-do-	-do-
13.	Smita S. Naik	--	--	1.4.97	-do-	-do-
14.	Pratiksha K. Mhatre	--	--	1.4.97	-do-	-do-
15.	Bhalchandra N. Patil	--	--	10.11.97	-do-	-do-
16.	Rajendra K. Patil	--	--	10.11.97	-do-	-do-
17.	Mahesh D. Bhomle	--	--	10.11.97	-do-	-do-
18.	Nityanand B. Patil	--	--	10.11.97	-do-	-do-
19.	Vikas M. Kadu	--	--	10.11.97	-do-	-do-
20.	Vinay B. Gharat	--	--	10.11.97	-do-	-do-
21.	Rupesh R. Mhatre	--	--	12.11.97	-do-	-do-
22.	Dhanaji M Mokal	--	--	4.4.91	-do-	-do-
23.	Narayan B. Mhatre	--	--	10.7.96	-do-	-do-
24.	Raul P. Patil	--	--	1.1.96	-do-	-do-
25.	Sanjay T. Shende	--	--	4.8.97	-do-	-do-



SL. NO	NAME OF THE PERSONS EMPLOYED IN ONGC	PAP CERTIFICATE NO. & DATE	OFFICE OF WHICH CERTIFICATE ISSUED BY	EMPLOYED IN ONGC W.E.F.	EMPLOYMENT GIVEN ON REGULAR OR THROUGH CONTRACTOR	POST IN WHICH EMPLOYED
26.	Shekhar J. Thakur	--	--	30.7.96	Contractor	Garden Labour
27.	Sanjay N. Patil	--	--	1.4.97	-do-	-do-
28.	Harsha K. Mhatre	--	--	1.4.97	-do-	-do-
29.	Bharat B. Thali	--	--	1.4.97	-do-	-do-
30.	Mangesh J. Thali	--	--	10.11.97	-do-	-do-
31.	Dattatraya K. Patil	--	--	10.11.97	-do-	-do-
32.	Sachin N. Patil	--	--	10.11.97	-do-	-do-
33.	Amrit A. Naik	--	--	1.4.97	-do-	-do-
34.	Sudhir R. Naik	--	--	1.4.97	-do-	-do-
35.	Manisha Govind Mali	--	--	10.11.97	-do-	-do-
36.	Prashant K. patil	--	--	1.4.97	-do-	-do-
37.	Yogita Y. Charat	--	--	1.4.97	-do-	-do-
38.	Sachin S. Mhatre	--	--	1.4.97	-do-	-do-
39.	Jitendra S. Mhatre	--	--	1.4.97	-do-	-do-
40.	Shishir P. Mhatre	--	--	10.11.97	-do-	-do-
41.	Ashok C. Naik	--	--	10.11.97	-do-	-do-
42.	Jayesh S. Padate	--	--	10.11.97	-do-	-do-
43.	Harshal H. Kathe	--	--	10.11.97	-do-	-do-
44.	Ranjan S. Mali	--	--	10.11.97	-do-	-do-
45.	Santosh V. Charat	--	--	10.11.97	-do-	-do-
46.	Mahendra V. Mhatre	--	--	10.11.97	-do-	-do-
47.	Nilesh P. Mhatre	--	--	10.11.97	-do-	-do-
48.	Nishant S. Naik	--	--	10.11.97	-do-	-do-
49.	Mahesh M. Mhatre	--	--	10.11.97	-do-	-do-
50.	Kalpesh M. Mhatre	--	--	10.11.97	-do-	-do-
51.	Dattaram P. Patil	--	--	10.11.97	-do-	-do-
52.	Balkrishna T. Mhatre	--	--	10.11.97	-do-	-do-
53.	Ashok H. Patil	--	--	10.11.97	-do-	-do-



54.	Tulsidas P. Patil	--	--	--	--	-do-	-do-
55.	Arun K. Gharat	--	--	--	--	-do-	-do-
56	Nakul S. Gharat	--	--	--	--	-do-	-do-

i) Regular Employees

: 246 Nos.

ii) Garden Workers

: 56 Nos.

Total : 302 Nos.



M/S. SHIVAM DEVELOPERS, URAN FOR THE MONTH OF JUNE' 2025

Sr. No	Name of worker	Designation	No. of days worked	Earnings						Total	Deduction			Net Total
				M Wage as on 01.04.2025 (as per Govt. Circular)	35% on M Wages	Rs. 50 Per day	Fixed Component	Fixed HRA	EPF @ 12% on C+D Ceiling upto Rs. 1800		Profession Tax	Others		
A	B	C	D	E	F	G	H	I	J					
1	SACHIN SATYAWAN MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
2	AMIT ARUN NAIK	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
3	RUPESH RAMESH MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
4	SANTOSH ANANDA BARDE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
5	HARSHAD KAMALAKAR MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
6	RANJAN SHRIDHAR MALI	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
7	NISHANT SHRIDHAR VARIK	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
8	SACHIN NARENDRA PATIL	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
9	RAVINDRA MADHUKAR MHATRE	Unskilled	0	0.00	0	0	0	0	0	0	0		0	
10	PRASHANT KAMALAKAR PATIL	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
11	SANTOSH VASANT GHARAT	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
12	JAGRUTI SANJAY PATHARE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
13	CHANDRASHEKHAR JAGANNATH THAKUR	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
14	VIKAS MARUTI KADU.	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
15	KALPESH MAHADEV MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
16	SANJAY TATYAJI SHENDE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
17	GANESH ANANDA BARDE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
18	MANISHA ATUL PATIL	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	
19	VINAY BALKRISHNA GHARAT.	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200		36617	

20	SHISHIR PRABHAKAR MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
21	BHARATRAJ BHASKAR THALI	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
22	ANANT SHANKAR NARANGIKAR	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
23	SANJAY NARAYAN PATIL	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
24	MANOHAR AKARAM BHAGAT	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
25	CHARULATA DATTARAM MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
26	MAHESH MAHADEO MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
27	MANISHA GAJANAN MALI	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
28	MANGESH JAYRAM THALI	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
29	RAJENDRA KASHINATH PATIL	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
30	MANORAMA SADASHIV BHOIR	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
31	BALKRISHNA TULSHIRAM MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
32	MAHENDRA VASANT MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
33	NARAYAN BAMJI MHATRE	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
34	DATTARAM PANDURANG PATIL	Unskilled	26	20930.00	7326	1300	6562	2500	38617	1800	200	36617
35	JITENDRA SADANAND MHATRE	Semiskilled	26	23218.00	8126	1300	6469	3000	42113	1800	200	36617
Total					684798	235229	110684	49900	1316483	61200	6800	40113
												1248483

j. Job Security:-

In the spirit of the interim orders of the CGIT, Mumbai/ High Court of Bombay to maintain status quo and not disturb the conditions of engagement of the existing contract labour, the Contractors performing jobs or providing services to ONGC will continue to engage the existing contract labour, i.e., those engaged as on 1.4.2012 and continued to be deployed on the date of settlement, till such time as the requirement for the job/service exists in ONGC. As per the existing practice, the list of contract labour will be provided to protect them from discontinuity in employment by their contractor. However, the employer can terminate the services of the contract workers on the following grounds:-

- i. on attaining the age of superannuation i.e. sixty years,
- ii. He is unfit to work and can be removed on health ground, after proper medical check-up and after payment of statutory dues,
- iii. on disciplinary ground after conducting proper enquiry as per procedure/law, following the principles of natural justice,
- iv. he has abandoned the job on his own or remains absent for a long time, by following the principles of natural justice,
- v. There is reduction in the activities of the company/closure of establishment

k. Social Security and Welfare Measures:-

- i. EPF contribution @ 12% - (Employer contribution) plus 1.36% administrative charges, as applicable, on the arrears from 01.04.2012 to 31.08.2014 on a ceiling of Rs.6500/- p.m. and from 01.09.2014 onwards on a ceiling of Rs.15000/- per month, as per statute.
- ii. ESI contribution @ 4.75% for wage limit up to Rs.15000/- p.m in all contracts from the date of roll out of Fair Wage Policy. No contribution on arrears shall be payable as per the Act.
- iii. The employers shall obtain insurance cover for liability under the Employee's Compensation Act, 1923 in respect of all contract workers drawing wages beyond Rs.15000/- or are otherwise outside the ESI cover.

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I. Coverage under Fair Wage Policy:-

- a) Fair Wage Policy shall be applicable in following types of contracts:-
 - i. Job contracts for housekeeping/environment management/cleaning of office and colony /maintenance of gardens and lawns etc.
 - ii. Contract for providing security /patrolling and surveillance services.
 - iii. Contract for running and maintenance of Guest House /Transit Accommodation/Office Canteen.
 - iv. Job /Service contracts for providing various services (including photocopying and courier service contracts) at offices / field locations/colonies.
 - v. Single Facility Management contracts.
 - vi. Material handling contracts.
- b) Contract labour deployed in Seasonal contracts, and petty contracts/Mud labour contracts/Intermittent contracts shall be eligible for benefits as detailed in Annexure-IV.
- c) However, Fair Wage Policy shall not be applicable to following types of contracts:-
 - i. Lumpsum Turnkey contracts
 - ii. O&M or AMC through OEM/OES

List of eligible contract labours shall be finalised by 31-10-2016.

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[Handwritten signature and initials]

*
11th February, 1997.

Today, i.e. 11th February, 1997, the meeting of P.A.P. representatives (including some P.A.Ps), their respective leaders and the representatives of O.N.G.C. as per the Presentee Chart has been conducted by the Collector, Raigad. The discussion commenced right from 4-00 p.m. and after prolonged discussion, at about 7-15 p.m., the following decisions/commitments are arrived at for sincere and prompt implementation thereof.

At the outset, it is seen that a group of 45 individuals from P.A.P. category pertaining to O.N.G.C. project is the subject matter of today's discussion and necessary action to provide them suitable employment was/is the main issue. After prolonged discussion, this group of 45 P.A.P. individuals is divided into the below stated phase-wise and time-bound programme of providing direct or indirect or a contractual employment.

PHASE - A : Today, the common list of 20 P.A.Ps. prepared by representatives of P.A.Ps and ONGC was carefully scrutinised and discussed with the help of concerned papers and support from the concerned officers of Collectorate. In result, it is found that the below stated 6 legal heirs of the original P.A.Ps. deserve consideration for providing suitable employment.

Original P.A.P.

Legal Heir

Decision

Babaji Gopal Mali

Deepak Shridhar Mali (He is present today & heard)

Since Deepak S. Mali is grand-son of Babaji Gopal Mali and son of Shridhar Babaji Mali & Deepak is a legitimate member of PAP and since no member from the family of Babaji Gopal Mali has been provided an employment by ONGC this PAP certificate holder Deepak Shridhar Mali may be provided suitable employment in ONGC and this may be done without further delay.

Shrinivas Bhargav Korlekar.

Nilesh Hemant Korlekar (Present today & heard)

As above, it is found that no legitimate member from the family of Shrinivas Bhargav Korlekar had been provided an employment in ONGC. The Legal Representative i.e. Nilesh Hemant Korlekar may be provided with a suitable employ-

ment in O.N.G.C. without further loss of time. --

- 3) Padmakar G. Gharat & 4 ors. Manish Padmakar Gharat (Present today & heard) An employment was not provided in the past under the pretext that no eligible person was available earlier. Keeping in view this difficulty, now, certificate holder Manish has come forward. It is found that he is a legitimate representative of original P.A.P. and in result, Manish Padmakar Gharat may be provided a suitable employment in O.N.G.C. without further loss of time.
- 4) Sudam Gajanan Mhatre Mahesh Sudam Mhatre (Present today & heard) As above.
- 5) Ramchandra Balkrishna Kuthe Vivek Ramchandra Kuthe (Present today & heard) As above.
- 6) Anant Dhanaji Mhatre Sanjay Anant Mhatre (Present today & heard) It was told by ONGC earlier that no eligible person was available for providing employment. Now, it is undoubtedly clear that Anant Dhanaji Mhatre was the original P.A.P. and is represented by Sanjay Anant Mhatre. As Sanjay has a valid and legitimate PAP certificate, in result Sanjay Anant Mhatre may be provided a suitable employment in ONGC without further loss of time.

In result, the above stated 6 PAPs may be provided the suitable employment in ONGC by 18th February, 1997, i.e. within a week's time. However, the ONGC representatives told that this is not possible within a week and ultimately after mutual consent, i.e. consent by Shri Mayekar, Deepak Mali and the representative of ONGC, it was concluded that the regular employment to the above mentioned 6 PAPs may be provided within a period of one month from today.

Keeping in view the agonies suffered by these PAPs so far, instead of finding faults with this desparate group of delegation, the representatives of ONGC are expected to show a greater sense of generosity and understanding and accordingly they should come forward to extent their positive gesture by collecting these people on one common platform and provide them suitable guidance as to what specific documents are expected from each of the individuals. The Collector expected this type of co-operation and generous attitude from the representatives of ONGC which they have voluntarily accepted and guaranteed.

PHASE - B The next group of phase priority would be of 10 individuals and as stated above, the representatives of ONGC will take the similar action within one month as a special and priority case. It will also be incumbent on the part of PAP representatives to :

- (a) Submit the list of 10 PAP individuals;
- (b) Provide all necessary documents (originals & zerox copies thereof)
- (c) Provide active co-operation to ONGC representatives and solve the problem of these 10 people so that the representatives of ONGC are in a position to provide employment within the stipulated time limit.
- (d) The PAPs should provide the specific and accurate details like specific Survey Nos., Area acquired, Name of Original PAPs, genuine certificate of PAPs, etc. The verification of the genuineness of PAP certificates shall be carried out by Shri Sanjay Yadav District Resettlement Officer, under the directions of Collector.

PHASE - C The next priority will be of 15 PAP individuals from the above group of 45 individuals. The suitable action will be taken on the lines of Phase priority "B" and the necessary action will be completed by the end of April, 1997.

PHASE - D The last phase priority will be "D", comprising of 14 PAP individuals and the suitable action will be taken by both the parties as per priority "B" as stated above and the necessary action shall be completed by the end of May, 1997 in all respects.

The above accord agreement has been willingly accepted by both the parties. It was also decided that the points to which the General Manager(Project), ONGC is concerned, this proceeding will be sent to him with a factual note that the GM(P) did not remain present in today's discussion and therefore, he shall extend his fullest co-operation to the spirit of this proceeding.

It was also decided by both the parties that the final decision of the final court with reference to the fax message dated 6th February, 1997 from Dy.A.B. Bahuguna, G.M. (P & A) shall be binding and acceptable to both the parties.

The meeting was concluded at 7-30 p.m. today with a profound note of hearty thanks from the Collector, Raigad as he received the assurance of active, healthy and mutual co-operation by both the parties and that there shall be no litigation on this count in future and in result any sort of dharna, morcha, agitation, uposhan, sakhali uposhan, atmadahen, etc. shall not take place henceforth.

[Handwritten signature]
11 2 97

Collector of Raigad
Alibag.

Alibag.

Dated: 11th February, 1997.

Total Financial implication for 34 Garden Employees (As per Fair wage policy)

1 Salary :

Approx. Total Salary payment /month : 1316483.00

Approx. E. P. F contribution (Employer) : 61800.00

Approx. Total payment for month : 1378283

Approx. Total Salary per year ; 16539396.00

2 Other benefits :

a. Leave Encashment : 27000 X 34 = 918000.00

b. Bonus : 27000 X 34 = 918000.00

c. Kits and Liveries : 4500X 34 = 153000.00

a+b+c= 1989000.00

3 Total Payment for one year : 1+2 = 18528396.00

4 For Three Years : 18528396 X 3 =55585188.00

5 Social Security Benefits :

i. Group family floater mediclaim for 03 years: Approx. 500000.00/ year X 3 = 1500000.00

ii. Group personal accident policy : 150000.00

iii. Group gratuity : 250000.00

iv. Group term insurance policy : 200000/ year X 3 = 600000.00

Total Social Security Benefits : i+ ii+iii+iv = 2500000.00 [2500000.00 GST @18% = 4500000)

So Total social security benefits = 2950000

6 Total Financial implication for 34 Garden Employees (As per Fair wage policy) : 58535188.00

+ escalation 10% = 5853518.00

Total : 64388706.00

So there is total financial implication for workers is Rs 6,43,88,706 (Approx)