

AGREEMENT

This agreement made on _____ (w.e.f. _____) between National Institute of Electronics and Information Technology (Formerly DOEACC Society), B.O. Shimla (NIELIT), a unit of National Institute of Electronics and Information Technology, an autonomous body of Department of Information Technology, Ministry of Communications and Information Technology, Govt. of India, having its office at Cedarwood Building, Jakhoo, Shimla (herein after called the Centre) which expression shall include its successors and assigns all the persons for the time being in the management of the Centre on the one part

_____(hereinafter called the contractor) on the other part:-

Whereas the Centre requires services of contractor for carrying out certain activities relating to project at _____(hereinafter referred to as services).

And whereas the contractor is in a position to execute the said services of this Centre. Therefore, it is agreed by and between the both parties here as under :-

- 1 That the contractor is hereby offered contractual employment as **Programmer** initially upto _____. Unless extended, the contractual employment shall automatically cease on the completion of the said period. The contractor will be paid salary package per month shall be as under:

Basic Pay	10464
HRA	1570
Medical All.	968
Employee's Share of PF	1256
Salary Payable	11746
Employer's share	1398
CTC	14400

- 2 The contractor will be required to deposit a sum of Rs. **7200/- (Rupees Seven thousand Two Hundred only)** as security for faithful execution of the contract which will be recovered from the salary for the first month. This amount of Rs. 7200/- will be refunded on completion of the contract or in case of default in the fulfillment of terms and conditions of the contract or if he/she leaves employment without proper resignation, the amount of security deposit, so recovered, will be forfeited.
- 3 Working hours and holidays will be as per norms of the department in which deployed. The Contractor will be entitled to one day's Casual Leave during a month. However, the leave shall be availed of after prior sanction of the competent authority.
- 4 Due to exigencies of work, the contractor will be required to attend the office on Saturdays/Sundays, holidays and beyond office hours as and when necessary.
- 5 In case the contractor had been contributing to EPF before joining this Centre, he/she should give EPF Account Number and other relevant details for taking action to transfer the amount lying in old EPF Account to new Account No. to be allotted for the services under this Centre otherwise he/she may furnish an undertaking that he/she is not a member of any PF before joining this post.
- 6 The contractor will be required at all times:
 - to maintain discipline, punctuality and absolute integrity;
 - to maintain devotion to duty; and
 - to do nothing which is unbecoming of a member of the staff of a noble organization or is not in the interest of this organization.
- 7 He/she will be expected to assimilate these virtues.
- 8 No TA/DA will be paid and the contractor will be required to join at the place of posting at his/her own expense.
- 9 If the duties assigned to the contractor require visits to outside stations, he/she will have to travel to other stations, according to the orders given by the competent authority of the department. He/she will be paid traveling allowance for such visits in accordance with the rules as may be in force from time to time.
- 10 The contract shall be terminated during the period of currency on any one day on 15 days notice from either side.
- 11 The contractual employment is initially upto _____ and is purely temporary against the assigned project. In case the project is abandoned/ discontinued, due to any reasons before the said period, the contractual employment shall be terminated at fifteen days' notice. He/she will not be expected to leave employment during the contractual period without giving 15 days' notice before leaving the job failing which salary for shortfall in notice period shall be recovered.

- 12 This contractual employment shall not amount to any employment obligation on regular basis in future in this Centre or department.
- 13 The contractual employment is subject to verification of antecedents of the contractor as considered fit by this Centre. An adverse report on his/her character or conduct would render him/her ineligible for the appointment. Services of the contractor would be liable to termination in such an eventuality.
- 14 The decision of the Director, NIELIT, Chandigarh Centre in all matters relating to this contract shall be final and binding on the contractor.
- 15 Your salary would be released on receipt of payment for the relevant salary month from the deptt., where you are being deputed. You are required to open your salary account in Punjab National Bank at place of your posting within seven days of receiving and accepting the appointment letter, and furnish the copy of the pass book for disbursement of salary.
- 16 The contractor undertakes that he/she will take clearance for all things outstanding against his/her name from NIELIT B. O. Shimla/Department. In the event of his/her failure to do so, he/she will be liable to pay all charges including any legal expenses, NIELIT B. O. Shimla makes in getting the recoveries affected in addition to the forfeiture of the amount of Security Deposit.

In witness thereof, the parties have set their hands to the agreement on the day and month and year first above written in the presence of the witnesses.

SIGNATURE OF CONTRACTOR

For & on behalf of NIELIT
B.O. Shimla- 171001(H.P.)

(_____)

DIRECTOR INCHARGE

1. Witness : _____

1. Witness : _____
(On the behalf of NIELIT)