From

Chief Executive Officer Society for Promotion of IT in Chandigarh (SPIC) Sector-12, Chandigarh

To

«Name» «Address»

«City»

Memo No.SPIC/2011/ Dated:

## Subject: Offer for Contractual Appointment.

You are hereby offered contractual appointment to the post of Data Entry Operator for Sampark Project up to \_\_\_\_\_\_.

Your appointment on contract basis shall be subject to the following terms and conditions:-

- 1. Your monthly consolidated CTC would be «Amt»
- 2. The contractual appointment for Sampark Project shall not be construed as nor amount to any future employment obligation, under any circumstances, whatsoever and you shall not have a claim for absorption or employment on regular basis either in SPIC and/or in any other Department of Chandigarh Administration.
- 3. You shall be deployed at any Sampark Centre, Chandigarh as per the requirement and could be transferred from one centre to another, anywhere within the Centres of Chandigarh.
- 4. In the event of the Sampark Project to which you would be deputed comes to an end before the aforementioned date, your contract shall be terminated immediately. Unless extended, the contractual employment



- 7. You shall conduct yourself with decorum and shall efficiently and honestly discharge and perform all duties and functions pertaining to your engagement as also such other duties as you may be required to perform from time to time by the SPIC, which are consistent with your contract with SPIC.
- 8. You shall obey and comply with all lawful orders and directions given to you by the SPIC or by any person duly authorized by the SPIC in that behalf and faithfully obey all the rules, regulations and arrangements of the SPIC for the time being in force and applicable to you for the management of the SPIC's property.
- 9. You shall give and devote the whole of your office time exclusively to your duties with the SPIC and whilst serving the SPIC you shall not engage yourself directly or indirectly without the prior consent in writing of the SPIC with or without remuneration in any capacity, business or activity which the SPIC may in its sole discretion consider contrary to or inconsistent with the duties and obligations hereunder and/or which the SPIC in its sole discretion deems prejudicial to its interest.
- 10. You shall not directly or indirectly take up any gainful employment or service on behalf of third parties and shall not engage in business or profession on your own account unless specifically authorized in writing by SPIC.
- 11. You shall inform SPIC at once of any act of dishonesty and / or any action prejudicial to the interest of the SPIC on the part of any person, which may come to your knowledge.
- 12. You shall Not directly or indirectly, endeavour to entice away from the SPIC any person, who has, at any time during the contract period (immediately preceding your ceasing to be engaged by SPIC), been employed or engaged by the SPIC.

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- shall automatically cease on the completion of the mentioned period. No formal notice shall be sent in this regard.
- You recognize, acknowledge and accept that during the term of your 5. contract with SPIC, you would be exposed to and have access to a substantial amount of Confidential Information i.e. (for the purpose of this offer letter "Confidential Information" means and includes, without limitation: procedures for computer access and passwords to the SPIC's confidential information, project reports, due diligence reports, data on financial investments, performance reports and documentation normally related to the business of the SPIC; lists of past, present or prospective clients of the SPIC; lists of or information about personnel seeking employment with or who are already employed by the SPIC; any and all other information or materials or documents relating to the SPIC's operations, research, plans, strategies, objectives, development, purchasing, marketing, and selling activities) pertaining to business of the SPIC, divisions, and affiliates, and clients. You shall not, directly or indirectly, either during the term of your contract or thereafter, except in the proper course of your duties, divulge to any person whomsoever or use in any manner, and shall use your best endeavors to prevent the unauthorized use, dissemination, publication or disclosure of any Confidential Information
- 6. You are also required to deal with the office money, material and documents with utmost honesty and professional ethics. You are required not to divulge, communicate or pass on any information regarding your remuneration/terms of employment and/or related to any aspect of this Office to any one not employed by this Office in any form.

If you are found guilty at any point of time your services would be terminated with immediate effect notwithstanding any other terms & conditions mentioned herein this offer letter.

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- 13. You will not be allowed to leave your place of duty without prior permission of the Project Leader-Sampark.
- 14. You will safeguard the hardware during the working hours and ensure proper safety after office timings by proper shut down of the computers.
- 15. You will give a one month notice if you do not wish to continue working in the Project. However the contract can be terminated at one month notice.
- 16. If you remain absent for more than two consecutive days without any intimation, your services may be terminated.
- 17. Any disputes, controversies, differences arising out of or in relation to this offer or any breach thereof which is not amicably settled between the Parties, shall be resolved by final and binding arbitration of a sole arbitrator held in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Chandigarh. The arbitration proceedings shall be conducted in the English Language and a record of the proceedings shall be maintained in English. Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any you of your obligations under this offer.

In case the offer is acceptable to you on the above noted terms and conditions, you are required to submit your acceptance in writing to this office within three days of issue of this offer failing which the offer shall stand cancelled.

Chief Executive Officer-SPIC

CC:

Accountant-SPIC

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