

Ref. No.-001/UPICON/HR/LKO/2025-26

Date: 01-APRIL-2025

Mr. Vijay Chaurasiya
S/O Mr. Phoolchand Chaurasiya
Santora, Udairajganj
Siddharthnagar, U.P.-272204

Subject: Appointment Letter for the position of **JAVA DEVELOPER** for the project of **HONORABLE ALLAHABAD HIGH COURT** on a Contract basis.

Dear Mr. Vijay,

We take great pleasure in inviting you to be a part of **UPICON!**

With reference to Contract No.- **GEMC-511687780790351** dated **30-Jan-2025** of **Honorable Allahabad High Court** and the subsequent discussion and interview you had with us & the Department, for requirement in **Honorable Allahabad High Court, Uttar Pradesh**, we are pleased to inform you that we have decided to offer you the post of **Java Developer** in our organization for the project of **Honorable Allahabad High Court** on Contract basis till our contract period with aforesaid department with effect from **01st April 2025**. Your monthly remuneration will be **as per the GeM Bid Terms & Conditions**. You will report to Concerned Department.

The terms and conditions of your employment are as under:

1. You will be entitled to Leave(s) as per the guidelines of the **GeM Contract ATC & SLA** against **Honorable Allahabad High Court Bid No. GEM/2024/B/5433133 & Contract No. GEMC-511687780790351**.
2. **Contract Period:** Your service period shall be for a period of **12 months** with effect from **01st April 2025** to **28th February 2026**.
3. **Probation Period:** You shall be on probation of **Three (3) months** from date of you joining our organization. Your performance during the probation period shall be reviewed by the management and if required your probation period may be further extended or it might be terminated. The Company has absolute discretion / right to terminate your employment during the probation period without assigning any reason and without notice, in case of unsatisfactory performance, unacceptable behavior, unauthorized absence from work, moral turpitude, gross insubordination, misuse of confidential information, etc.
4. **Place of Posting:** Your initial place of posting will be **Honorable Allahabad High Court, Prayagraj**. However, your services during the aforesaid contract period are liable to be transferred to Lucknow Bench or Vice Versa.

- 5. Notice Period:** The notice period for resignation shall be a minimum of **three months**, with a proper handover/takeover of the assigned work required during this period. If the handover/takeover is not completed in a proper manner during this notice period, the notice period may be extended for an additional period of up to **one (1) month**.

However, the Company on a request of **Honorable Allahabad High Court** reserves the right to terminate your services immediately or as directed by **Honorable Allahabad High Court**, with or without notice and without any compensation or assigning any reasons, in case of unsatisfactory performance, misconduct (willful, intentional, or otherwise), moral turpitude, gross insubordination, unauthorized disclosure or misuse of confidential information or company assets, intoxication or illegal drug abuse during office hours or official work, unauthorized absence or absence in excess of leaves or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, as may be set by the management.

- 6. Confidentiality, Non-Disclosure:** You are required to maintain the highest order of discipline and secrecy as regards the work of the Company and/or its subsidiaries or Associate Companies. Your service is liable to be terminated in case of any breach of discipline/trust, or disclosure either directly or indirectly about the trade secrets or any confidential information about the Company or its subsidiaries. You shall not, while in the employment of the Company be engaged in any of the employment, business whatsoever or hold any office of profit or accept any other emoluments without previous consent of the Company in writing.

- 7. All other terms and conditions related to your employment are governed by the GeM ATC and SLA guidelines.**

General:

- a) Any terms of employment or revisions including change in benefits, positions, and compensation/entitlements will only be valid and effective by way of a written communication from the appointing authority of the Company. Verbal communication will not have any binding effect on the Company and you are advised not to act on such verbal communication(s).
- b) Email communications with respect to employment, though in writing will have binding effect only if they are followed by a formal employment contractor a change letter duly signed by the appointing authority of the Company.
- c) This agreement supersedes any prior agreements and understandings, oral or written, if any, between you and the Company or any of its officials/representatives. No modification or amendment of any of the terms, conditions, or provisions herein shall be made otherwise than by written agreement signed by the parties hereto.
- d) All other standard rules and policies of the Company existing as of now and as may be amended from time to time, will be applicable to you.
- e) You will be liable to pay for the damages of the assets provided to you by the organization.

- f) Your appointment is subjected to you being found medically fit by a registered medical practitioner.
- g) Your appointment is subjected to your character and antecedents being found satisfactory, and you are required to submit the certificate of character from two gazette officers/stipendiary magistrate or responsible persons before joining the post.
- h) Your appointment is subjected to production and verification of certificates, degree/diploma, Mark- Sheet, etc., in original, regarding your age, educational qualifications and experience, if any.
- i) You will devote your full attention exclusively to the duties entrusted to you from time to time by the Company and while in service of this Company, you will not work for any person or Company in any capacity, either for any consideration or otherwise, nor do any private business without obtaining prior written permission of the Company.
- j) The Company shall at all times have the right to access and monitor all emails, created, send/received or stored by you using Company's facility and on Company's system at any time without giving you any prior notification. All such data and information shall be the property of the Company at all times.
- k) You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever.
- l) You shall, on ceasing to be the employee of the Company, forthwith return all Company properties, movable or immovable, including without limitation, all Company information, files, reports, memoranda, software, keys, door access codes, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- m) You hereby authorize the Company to conduct background check with a view to verify your credentials as declared by you during your selection including educational background, employment history, date of birth, proof of residence, etc. If any inaccuracies are found in the credentials provided by you, your services will be terminated immediately without notice and without any compensation in lieu thereof.
- n) The Company reserves the right to alter or modify any or all the above terms and conditions and to impose additional conditions at its sole discretion at any point in time.
- o) Any dispute, controversy or claim in connection with or arising out of this agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this Clause, a "Dispute") must be resolved in accordance with this Clause. In the event of a dispute, the Company or you may serve the counterparty written notice at any time a dispute having arisen ("Notice of Dispute"). The notice of Dispute must set out brief details of the nature of the dispute. All disputes to be resolved by way of arbitration, with a single arbitrator appointed by the Company and such arbitration shall be conducted in accordance with the Rules of the Indian Council of Arbitration ("**Rules**") in force at the time of such arbitration. You agree to waive all rights to commence or maintain any suit or legal proceedings against the Company and the decision of the arbitrator will be final and binding on all parties.

Please note that you are required to keep all information concerning compensation/benefits strictly confidential and not to share information regarding this letter with anyone. Please retain a copy of this letter for your records and return a signed copy to the Company within 3 days of the receipt of this letter.

Congratulations on your appointment and we wish you a very rewarding career at U.P. INDUSTRIAL CONSULTANTS LIMITED.

Thanking You,

For U.P. INDUSTRIAL CONSULTANTS LIMITED


Pankaj Kumar Singh
(Head – Human Resources)

Accepting Unconditionally

Name: -

Date: -

Place: -

Signature: -