

01-May-21

To,

Mr. Stalin Thomas  
Emp. ID : VEL/N/0621/6219

### Contractual Appointment Order for Fixed Term

Dear Stalin,

This refers to your application to us for the position of **Software Application Support Engg 0 to 2 Yr.** in project no. **S210185GNTN** as per the mandate of NICSI with work order no. M2101073 for a fixed term contract ending on **31-Oct-21**.

The following terms and conditions will apply:

**1. Appointment Basis:**

- a. This appointment is purely on contractual basis with our client / Principal Employer "NICSI" (National Informatics Centre Services Inc.).
- b. Your services shall be governed by the empanelment agreement between the principal employer "NICSI" and the contractor "Velocis Systems Pvt. Ltd.", as per the contract no. **10(10)/2019-NICSI**, Dated-**19-Nov-19** for all purposes.
- c. You are required to present yourself at our Velocis Noida office / NICSI Delhi office for any official meetings which may arise from time to time.
- d. This fixed term assignment shall not create any right of any nature whatsoever for future employment or otherwise, in your favour.
- e. You shall bind yourself to follow the rules regulations and directions of the company issued from time to time and presently in force as given in Annexure II.
- f. You shall not disclose any information regarding the affairs of the Management, which comes to your knowledge, the disclosure of which is likely to be prejudicial to NICSI / Velocis.
- g. You are required to submit the Time Sheets/ performance reports, duly signed by the customer on monthly basis. Salary shall be released only after receipt of properly signed and stamped Performance report (MPR).
- h. Salary payment will be made on the basis of the Man-days for the services provided at the Client location. The company will deduct the salary in proportion to your absence from duty, provided the

project can allow for such an absence.

- i. Velocis and / or Client needs to be informed of any absence from duty with or without prior permission. In case, of your absence from the duty without the prior permission of the relevant authorities for 10 days or more, you would have deemed to have left with immediate effect from your services/contract. Such automatic relinquishment of the contract of employment shall be deemed as a repudiation of the contract of employment by you and not as termination of service by the Management. Any losses being incurred due to your absence from the duty without prior information may attract financial recovery from you.
- j. This Order is issued with the consideration that all the information regarding your qualification and work experience as per your resume and the capability statement holds true and If any declaration given or furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, in such case, you may be liable for termination from service without any notice and you may also be required to refund all amount paid to you for your employment throughout the period of your service with the company.
- k. You are required to submit the following documents at the time of Joining:
  - Photocopies of your academic and professional Mark Sheets
  - Photocopies of your ID Proof / Residential Address
  - 2 Passport size photographs
  - Photocopies of your Relieving certificate / Salary Certificate / Form 12-B/ Form 16/ Experience certificate from the previous organization.
  - Police verification from the local police station within 15 days of joining.

Please note that the submission of these documents **is mandatory**. The original documents can be taken for verification at any time from you. Company reserves the right to withhold the salary till such time all the above-mentioned formalities are completed.

## 2. Remuneration & Other benefits:

Your cost to the Company shall be **Rs.30900/-**per month inclusive of Company's contribution towards ESIC, PF, (wherever applicable) and all other statutory requirements as may be applicable from time to time (Refer Annexure I). Tax (if any) will be deducted as applicable in your case.

The organization reserves the right and may re-structure the salary and the Cost to the Company as per the Government regulations and Company Policy.

## 3. Uploading of Monthly Performance report/ Processing of salary:

Your salary shall be processed against the receipt of your Monthly Attendance Report (MPR) duly signed and stamped by the authorized signatory (Reporting Manager).

Please ensure this is uploaded on the first working day of every month and maximum up to 3<sup>rd</sup> of the month and hardcopy couriered to us at the same time. This is invariably required for processing of your salary on time.

#### **4. Employment Period:**

Your employment is for the period as per the said work order number.

#### **5. Rules–General**

You shall devote yourself exclusively to the project work as assigned by you. You will not take up any other work for remuneration (part-time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without written permission of the management.

In case, there will be any change in your address; you will intimate the HR Deptt. in writing within 3 days from the date of such change. All the communications sent to you by the Management at your last given address will be deemed to have been delivered and received by you, in case no change as aforesaid is intimated.

Only the Courts of Delhi / NCR shall have jurisdiction in respect of any disputes or differences concerning this contract and in case of any other forum, the parties shall be deemed to have chosen the courts of New Delhi as the only forum of their remedies.

#### **6. Travel**

**TA/DA will be paid, wherever eligible as per the approval of the Project Head**

Original travel documents and tour approval from customer's Project Head need to be submitted for settling the TA / DA payment for the journeys performed on official duty, (duly certified by NICS / NIC Project Head). Payment will be made when we will receive the payment from the Department after the submission of original completed documents. No expenses incurred by you shall be paid by the company unless written approvals are obtained from competent authority for incurring such expenses.

#### **7. Non-disclosure Agreement /Confidential Information**

During the tenure of this agreement with Velocis and / or client / Project you will not divulge to anyone without prior written consent, any information / knowledge, business- processes, business, technical know-how, prices, confidential material, of client / Project and or Velocis either during the employment or contract or afterwards, which you may acquire during the course of your employment in the organization.

Any data breach by you, during your tenure with Ms. Velocis systems Pvt. Limited and NICS under this contract will make you personally liable and you will be penalized for the same as per the losses incurred.

This clause will survive even after the completion of the work order / Contract.

You will not join to any of our client / project through any other company after leaving our services till 1 year otherwise legal action will be taken.

## 8. Voluntary opt out of PF contribution

You have voluntarily opted out of PF contribution and as such no PF contribution shall be applicable from either side.

## 9. Notice for Separation

During your contractual assignment, Velocis / NIC shall be free to terminate the employment by giving 30 days' notice or salary in lieu thereof. In such a case, you would only be entitled for salary for the days the performance has been duly acknowledged and signed by NICSi and Velocis will have no additional liability.

Your salary for the last month of the contractual assignment will be paid to you as a full and final settlement, subject to the submission of all performance sheets and on completion of the required formalities at NICSi. This process would take 30 days from your last working day at NIC.

## 10. Bank details:

You are required to share your Bank account details for salary purpose. The Bank account should be in your name and not in any third person name.

## 11. Terms of employment:

In case you are found engaged in doing any work other than the task assigned to you or is found not useful to the project or you leave the project without any notice, your contract will be terminated. If you damage any equipment, property and third-party liabilities, your contract will be terminated reserving the rights for compensation of damages that are incurred. You should use the equipment for the purpose of carrying out legitimate business of NICSi/NIC. You will maintain office decorum. You should be courteous, polite and cooperative and able to resolve any NICSi/NIC problem.

## 12. Relieving:

You need to share the NOC (No objection certificate) duly signed by your reporting manager with stamp based on which the Experience certificate from Velocis will be issued to you.

Best wishes,

**For Velocis Systems Pvt. Ltd.**



**(Authorised Signatory)**

I have carefully read and understood the above terms and conditions and agree to abide by the same.

Dated: .....

Signature.....

## ANNEXURE II

### **General Terms and Conditions of Contractual Assignment for Fixed term**

1. The company expects you to perform according to the highest standards of business ethics, with regard to the legal requirements.
2. You will not give out to anyone, particulars or details of process, technical knowhow, security arrangements, administration and /or organizational matters pertaining to the company which may be your personal privilege to know the virtue of being in the employment of the company.
3. The company reserves the right to terminate without notice, the service of any contractual employees found guilty of misconduct in consistent with the fulfillment of the expressed or implied conditions of service.
4. During your tenure in the organization, you are expected to work full time and not to undertake any direct or indirect business or work honorary or remuneration except with a prior permission of the management in each case.
5. You will be responsible for the safekeeping and returning in good condition of all property of the company, which may be in your use, custody, care or charge. The company has the right to deduct the money value of all such things from your dues, and take such other action as maybe deemed proper in the event of your failure to account for such properties satisfaction.
6. You shall not take up employment or other contractual assignment in an advisory or consultative capacity with any competitor or principal of the company engaged in the business in which you have been directly and actively associated during your employment in the company.

Kindly sign the duplicate copy as a token of acceptance of the same.

For **Velocis Systems Pvt. Ltd.**



**(Authorised Signatory)**

I have carefully read and understood the above terms and conditions and agree to abide by the same.

Date: .....

Signature: .....

# Annexure I

Name Stalin Thomas  
Designation Software Application Support Engg 0 to 2 Yr.

COST TO THE COMPANY	
Components	P.M.
Basic	21500.00
HRA	6566.00
Transport Allowance	0.00
Professional Development Allowance	1800.00
Entertainment Allowance	0.00
Bonus	0.00
<b>Gross</b>	<b>29866.00</b>
<b>Statutory Benefits</b>	
Company's PF Contribution	0.00
Company's ESI contribution	0.00
Gratuity**	1034.00
<b>COST TO THE COMPANY</b>	<b>30900.00</b>

*Note: Tax ( if any) will be deducted as per the IT Act  
Your PF and ESI Contribution if applicable will be deducted from your Gross Salary  
The organization reserves the right and may re-structure the salary and the Cost to the Company as per the Government regulations and Company Policy  
\*\*Gratuity amount will be released on completion of every workorder*

For Velocis Systems (P) Ltd.



Authorised Signatory

I have carefully read and understood the above terms and conditions and agree to abide by the same.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_