

ANNEXURE 'I'

AGREEMENT

This Agreement made on _____ between Shri /Smt. _____ Son/Daughter of SH. _____ Resident of _____ on the one part hereinafter called First party and the Employees's State Insurance Corporation through its _____ hereinafter called the Second party.

WHEREAS Shri _____ has been engaged for project work as EE/AE/JE(Civil/Electrical) in the ESI Corporation on purely contractual basis w.e.f _____.

AND WHEREAS the first party is willing to engage in the project as a EE/AE/JE(Civil/Electrical) on the terms and conditions, and on the amount, hereinafter appearing in this Agreement and which he has signed in token of acceptance of terms and conditions and the amount mentioned therein on 'contract basis'.

WHEREAS the Second Party is having a project for which 2nd party does not have required man-power and is making the said appointment for contract work for a limited duration of one year which will create no right in the first party.

NOW IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS UNDER:

1. The engagement of the First Party under this contract will be purely contractual for a fixed period of one year.
2. The contract period as mentioned in clause (1) will commence w.e.f. the date of resuming duties in ESIC i.e. _____.
3. The ESI Corporation may extend the duration of contract of the First Party for such further periods not exceeding twelve months provided that the performance of the First Party has remained satisfactory.

4. The **First Party** shall be entitled to receive from the **Second Party** consolidated emoluments of _____ per month till this agreement is terminated or upon the agreement stand determined with efflux of time. The First Party shall be eligible for travelling allowance and other incidental expenses as admissible by ESIC.
5. The **First Party** shall be entitled to avail off-days which will be computed at pro-rata basis of one day per month.
6. No salary shall be admissible to the **First Party** for any day or days on which he has not actually performed assigned work except the off-days as prescribed in clause-5.
7. That either party to this contract may at any time terminate this contract by giving to other party, one month's notice in writing of it's intention to do so on the expiry of such period, this contract shall stand terminated. It shall also be open to either party to terminate this contract by giving or tendering one month's consolidated amount to the other in lieu of such notice. Neither party is required to assign any reason for termination of the contract. However, the contract shall automatically come to an end on the expiry of the period herein above.
8. The **First Party** will be bound to obey and comply with the instructions and orders of the Chief Engineer, ESI Corporation or other officers of the ESI Corporation under whom he will be placed by the Chief Engineer from time to time in respect of the assigned work to be performed by him/her.
9. The First Party will engage himself in the work assigned to him efficiently and diligently and to the best of his ability. He will devote his whole time to his work and duties and will not engage himself directly or indirectly in any trade, business or occupation on his own account.
10. The First Party shall attend to his/her work on all working days punctually. He will be following the working hours and holidays of the 2nd party i.e. Employee's State Insurance Corporation. He will not absent himself from said engagement without obtaining permission in writing from the Chief Engineer of ESI Corporation or from an officer authorised in writing by the Chief Engineer, ESI Corporation to give such permission. However, in case he/she meets with some

accident or he/she becomes sick, he/she will be bound to send application for absence to the Chief Engineer, ESI Corporation as early as possible informing the Chief Engineer, ESI Corporation about his/her illness and the probable period upto which will not be possible to attend the assigned work on account of accident/sickness and the application for such days/period shall be accompanied by a medical certificate.

11. Absence from work for a period of 15 days without proper permission of the competent authority will amount to voluntary abandonment of engagement and will entitle 2nd party to terminate the engagement and on termination of the contract with first party no further order of disengagement shall be necessary.

12. Without prejudice to the provisions of clause 2 of this contract, if the first party shall at any time be guilty of any gross misconduct or negligence of his duties, then the second party may terminate his/her contractual engagement under this contract without notice or payment in lieu of notice.

13. That the first party shall be required to do all works assigned to him by the Chief Engineer, Employee's State Insurance Corporation and or such assignments as may be assigned to him by the Chief Engineer and/or such office to whom he is reporting.

IN WITNESS whereof, the parties have signed the Agreement on the date mentioned against their respective signature.

SIGNATURE OF FIRST PARTY

AUTHORISED SIGNATURE OF

SECOND PARTY

DATE

DATE

PLACE

PLACE

WITNESS

1.

2.