**CONTRACT OF EMPLOYMENT FOR FIXED PERIOD**

Date\_\_\_\_\_\_\_\_   
  
To   
  
(Name and Address of candidate)

Subject: - LETTER OF OFFER-CUM-APPOINTMENT LETTER.

Dear Sir,

The Management is pleased to offer you the post of (Designation)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in our establishment on the following: -

TERMS AND CONDITIONS

1. This appointment is with effect from\_\_\_\_\_\_\_\_\_\_\_\_(Date) subject to confirmation of your joining report and signed copy of appointment letter.

2. That you will be paid a salary of Rs. \_\_\_\_\_\_\_\_\_\_consolidated per month. You will not be eligible for any other allowance or benefit as stated above.

3. The appointment is purely temporary for a fixed period of one year and up to (Date)\_\_\_\_\_\_\_\_\_\_ only. After the expiry of the period, your services will be terminated automatically.   
  
4. That you will get all the benefits as per law.

5. You will get pay for work done only and no pay will be paid for no work.   
  
6. That you will be eligible for leaves and other benefits as per the service rule of the Company as in vogue or altered from time to time. The Company has right to amend the rules, which shall be applicable to you.

7. That your address given in this letter will be treated as address for all communications.   
  
8. At the time of joining duty, you will furnish a certificate from a registered medical practitioner/MBBS Doctor that you are medically fit for employment. You employment with the Company will depend upon your continuing physically fit. Company reserves the rights to ask you at any time to appear before any doctor of the Company’s choice for medical check-up.

9. That you will observe strict secrecy in respect of information, formula and working of Plant in particular and procedure practices adopted by the Company. You will not divulge any information to anyone.   
  
10. That you shall abide by all rules and regulations of the company enforced/amended from time to time.   
  
11. That during the tenure of your employment, you are expected to devote whole heartedly for work of the company and will not take-up any other employment, allocation, trade, business or self employment, in your own name or in the name of your family members without seeking prior written permission from the employer. Violation of this clause will render you for swear disciplinary action. It is further clarified that you cannot engage yourself even without enumeration. This is strictly for the reason so that the work of company may not suffer.   
  
12. That you will carry out such duties as assigned to you from time to time and you will not refuse to carry out any such duty. The management has inherent right to charge your designation without notice but while doing so your remunerations cannot be adversely affected.   
  
13. That your headquarter for present is at Shimla but it can be changed to such other place that may be decided by the organisation and communicated to you. Thus your headquarter is likely to be changed.   
  
14. That you can be transferred to one section from other section, from one department to other and from one shift to another keeping in view the exigency of the work without any notice. You will not refuse to carry out such orders.

15. That company is competent to transfer you anywhere in India as the company has the broad base and branches all over India. You cannot refuse to carry out the order of transfer and after transfer you will become the employee of the place where you stands transferred. The company has right to transfer you without affecting any change in remuneration, allowances or other benefits.   
  
16. That absence for a continuous period of 7 days without leave (including the case when leave though applied for is not granted by the company) and if there is overstay by 8 days, it will be taken as you have left the service. If you, by presenting on ninth day satisfied the Management then Management has right to take you on work. But if you will not present on work on even ninth day then nothing will be considered if you are ill.

17. You employment can be terminated by either side without notice or pay. Termination of employment under this section needs no reason to assign.   
  
18. In case of gross negligence insubordination, fraud, disobedience of order, misbehavior with your seniors or any misconduct alleged against you or breach of any terms and conditions of this agreement, you will be liable for suspension pending any enquiry for which no wages shall be paid to you. If you are found guilty your services will be terminated forthwith and you shall not be entitled to any notice or compensation.   
  
19. Notwithstanding the condition in paragraph 18above, if at any time in our opinion, which will be final in the matter, you are found indulging in any conduct considered by us detrimental to our interest or of violation of one or more terms and conditions of the letter, you services can be terminated without notice and compensation.

20. If at any time the company finds that the information supplied by you at the time of appointment or later on is false, it would entail automatic termination of your service without notice or compensation.   
  
21. In any case you have left this company, you will not be allowed to join any other company, which is already manufacturing the same product for three years.

22. At the time of leaving the company, you have to return the all documents/articles or any other things of the company.

23. You will not do any act publically, which affects the image of the company and other employees.   
  
24. You will not take your grievances, disputes or anything else related with company publically or to any lawful authority and will not do any act which will hamper the work of company in any kind before taking them to the machinery appointed by company for the settlement of disputes and grievances or anything else, you also have to give reasonable time to company.

25. You will remain in company with motto “WORK IS WORKSHIP” and will do nothing, which will hamper the work of company in any kind.

26. If you have any dispute or grievances with company and you are not satisfied of solving them within the framework of law you will peacefully leave the company.

27. Company can take you performance test periodically. In case you fail in these tests, management can take action against you what it feel deem fit.

28. Any dress code or any other order related to physical appearance is to be complied by you.   
  
29. Your conviction by any criminal court for offence that involve moral tripped will make an end your employment with us.

30. That in case of any discovery or creation of Intellectual Property by you during the course of his employment under this Agreement, you have a special obligation to further the interests of the Company. full details of the Intellectual Property shall immediately be communicated to the Company by the Employee and shall be the absolute property of the Company.   
  
31. This agreement may be renewed on expiry by mutual agreement.   
  
32. Kindly sign the duplicate copy of this letter and return the same to us as token of your acceptance of the appointment on the above terms and conditions.

All the rules and regulations are mentioned in this letter to be strictly adhered.   
  
For (Name of Company)

AUTHORISED SIGNATORY

DECLARATION BY THE EMPLOYEE:

I have carefully read and understood the terms and conditions under which an employment is offered to me. I hereby signify my acceptance of all the terms and conditions are taken thereof, I append my signatures on duplicate copy and return it to the office as directed. I am fully satisfied & happy and will work hard for company’s benefit. I am joining from\_\_\_\_\_\_\_\_\_\_\_.

I have got the best what I can get. My motto is “Work is Worship”. I will not do any act, which will hamper the work or image of company in any kind.

SIGNATURE OF EMPLOYEE