



CONTRACT AGREEMENT/OFFER

1.0 With reference to your application dated _____ and subsequent selection process on _____, you are hereby offered Fixed Tenure Engagement (FTE) as _____ on the following terms and conditions.

- i) The tenure of your engagement will be for a period of **ONE YEAR** with effect from the date of joining which may be reduced or extended at the discretion of the Company.
- ii) You will be posted to work at any location of AVNL Units/Corporate Office.
- iii) You will have to work under the direct control/guidance/orders/supervision of the Company officials.

2.0 Nature of engagement:

The engagement shall be on Fixed Tenure Contractual basis to meet temporary functional requirements. It is not against permanent vacancy and will not entitle any candidate to claim regular / permanent employment in HVF. The person so engaged, has no lien, right or tenure against any post in AVNL, and shall not at any time during or after expiry of the term of engagement or its premature termination, make any claim for regularization or employment in HVF or in any other units of AVNL.

3.0 Tenure of engagement:

The tenure is fixed for a period of **ONE** year from the date of engagement. The tenure will come to an end automatically on completion of the fixed tenure, without any further notice. However, the tenure may be extended up to a maximum period of four years (including initial period) based on Company's requirement and individual performance with the approval of the Head of the Unit. The Company as per its Policy reserves the right to extend the tenure beyond this 04 years period with due approval of the Competent Authority.

4.0 Termination of engagement:

- 4.1 The tenure will come to an end automatically at the completion of the One year unless extended. The engagement can also be terminated, at any time, by giving one month's notice by either party or payment of the monthly remuneration in lieu of the Notice. The Tenure Based Engagement will not confer any right on the Personnel to claim the status of a regular employee of the Company.
- 4.2 An employee is liable to be discharged at any time from engagement on being found medically unfit.
- 4.3 Pay and allowances may be drawn in his name up to the day of his demise.

- 4.4 An employee who remains unauthorized absent from duty or place of work either without sanction of any leave or after expiry of sanctioned leave, if any, and does not report for duty for any reason whatsoever within 15 consecutive days from the date of his/her unauthorized absence, shall be deemed to have voluntarily abandoned the engagement with the company without notice. However, if subsequently his/her unauthorized absence is satisfactorily substantiated and accounted for, within 15 consecutive days from the date of the termination order to the entire satisfaction of the management, the management may regularize his/her period of unauthorized absence on such terms and conditions as it may deem fit and proper.

5.0 Medical Fitness:

Every selected candidate shall be required to undergo medical examination by the Company authorized doctor. Asst. Civil Surgeon of Govt. Hospital/CGHS recognized hospital will be deemed to have been authorized by the Company for this purpose. All engagements will be subject to the candidate's medical fitness as per prescribed standards for the post. The opinion of the authorized doctor in this regard shall be final. An employee shall be liable to be medically examined any time during the period of his engagement with the Company. The engagement shall be terminated any time if found medically unsuitable/unfit for such engagement.

6.0 Verification of Character and Antecedents:

The Candidates are requested to obtain Online Police Verification Report (PVR). Engagement shall be on the basis of satisfactory verification of character and antecedents by the Police Authorities. Such verification, if considered necessary shall also be obtained subsequently at any time of employment during the course of engagement by HVF.

7.0 Liability for Service:

- 7.1 He/she shall be posted to HVF, Avadi. However, he/she also liable to be transferred to any of Unit, Project, Establishment, Office or any other place or location or job where he/she may be posted for the Company's work in any part of the country as may be required by the competent authority.
- 7.2 The Candidate shall be liable to be called upon by the Management at any point of time based on exigencies of work for which no overtime or extra payment shall be paid. However, a Compensatory Off will be allowed as per Company Rules.

8.0 Hours of Work:

- 8.1 He/she shall comply with such instructions as are issued from time to time relating to attendance, arrival and departure, the period and hours of work and shall be at work at the time fixed and notified by the competent authority from time to time.
- 8.2 They will work on full time basis and on all working days as applicable or in operation in the Company. They may also be required to work beyond the normal working hours and on holidays too, in case of functional requirement.
- 8.3 Attendance shall be marked daily according to the method prescribed by the management from time to time.
- 8.4 Absence from duty including absence due to late coming, shall be reckoned as follows:
- (i) Who does not report for duty on time may not be taken on work, and his absence for the day will be treated, at the discretion of the competent authority, as leave with or without pay or as absence from duty.
 - (ii) Nothing in this provision shall prejudice the right of the management for deduction of wages for the period of absence and/or for taking disciplinary action against the delinquent employee as decided by the Competent Authority.

9.0 Holidays & Balance of Leaves:

- 9.1 The list of festival/closed holidays shall be as notified by the management.
- 9.2 Two and half days leaves every month will be credited. In case of absence from work over and above the stated weekly off, leave and holidays, proportionate amount will be deducted from the consolidated monthly remuneration.
- 9.3 The fixed tenure employees are not allowed to carry forward the leave balance at the end of the year.
- 9.4 Unutilized leaves to the extent of 50% of the total entitled leaves i.e. maximum 15 leaves may be encashed at the end of their one year service contract taking into account monthly consolidated pay @ 30 days in a month.

10.0 Identity Cards:

- 10.1 Every such employee would be provided with an identity card.
- 10.2 Every employee shall show his identity card if required to do so by the representative(s) of the Company authorized to check the card and regulate entry of persons to the premises of the Company.
- 10.3 The first issue of the card will be free of charge. Loss of the card shall immediately be reported to the management. A new card shall be issued on payment of rupees four hundred only.
- 10.4 Every such employee leaving the service of the Company for any reason whatsoever, shall surrender his identity card.

11.0 Change of Address:

Every such employee must notify to the management his residential address on joining the Company and must also notify any changes therein.

12.0 Official Tours:

An employee shall be liable to proceed on tour in the course of his official duty to any place within India as and when so required by the management for which he shall be paid as per TA/DA Rules. Eligibility of TA/DA shall be equivalent to the regular employees of same level/grade.

13.0 Safety:

Employees shall be bound to observe safety rules as notified from time to time by the management and to use safety equipment and take other precautions as are necessary. Breach of safety regulations shall be deemed to be misconduct and shall be liable to punishment/termination.

14.0 Service Certificate:

On receipt of a request, every employee may be furnished with a service certificate at the time of termination, giving duration of his engagement in the Company, posts held by the employees, and the pay drawn by the employee at the time of his leaving the Company.

15.0 Accommodation:

On Engagement, You should arrange Accommodation for stay on your own. However, if vacant Quarters are available, Accommodation will be provided on payment of Licence fee as prescribed by AVNL. **House Rent Allowance (HRA) in lieu of accommodation will not be provided.**

16.0 Remuneration:

16.1 Remuneration per month shall be as follows:

- i) Basic Pay – Minimum of the Pay Scale of the Post/Grade in which engagement is being sought.
- ii) Dearness Allowance as applicable
- iii) Special Allowance @ 5% of Basic Pay
- iv) Annual increment at the rate of 3% on the basic pay during the tenure

17.0 Other Benefits & Allowance:

17.1 In addition to the remuneration, a consolidated amount of Rs. 3000 per month for meeting all their other requirements including Medical and Accident insurance premium, conveyance and telephone facilities etc.

17.2 They will be eligible for Unit Industrial Canteen facility.

17.3 Provident Fund contributions will be calculated taking into account the Basic Pay + Dearness Allowance components and is included in the compensation.

17.4 PF shall be deducted as per statutory maximum wage ceiling decided by EPFO from time to time.

17.5 **Gratuity:** On successful completion of the tenure of the Fixed Term Engagement or upon its earlier termination, after engagement for more than 1 (one) year, for a cause not attributable to the engaged employee, they will be entitled to receive gratuity @ 15 days pay for each completed year of engagement period or part thereof in excess of 6 (six) months, for which, the monthly instalment of the annual consolidated pay shall be divided by 26 to calculate one day's pay.

18.0 Ex-gratia payment:

In case of death by accident arising out of / in the course of employment in the premises of the Company, an ex-gratia payment of Rs. 10 lakhs shall be extended to the family of the deceased person.

19.0 Deduction or recovery from remuneration:

Apart from the statutory deductions and contributions, the following shall be deducted for the following purposes:

- i) For amenities and services supplied by the Company;
- ii) For recovery of advances or for adjustment of over-payments;
- iii) Income tax or any other tax levied by the Government or any other statutory dues;
- iv) Deduction required to be made by orders of a Court or other authority competent to make such order;
- i) Deduction of amounts due to the Company from the employee on any account;
- ii) Any other deductions made with the written authorization of the employee concerned;
- iii) Fines
- iv) For unauthorized absence from duty;
- ix) For damage to or loss of goods expressly entrusted to the employee for custody or for loss of money for which he is required to account.

20.0 Performance Evaluation:

- 20.1 The performance will be evaluated periodically. Individuals with performance rating satisfactory & above will be granted an increment, on completion of each year during the employment. Individuals having performance rating 'Poor' or below will be given 3 months' time in writing to improve their performance. After three months again performance will be evaluated and if again the performance rating is found poor or below, the services of the individual will be terminated by giving one month notice.
- 20.2 During tenure of this engagement, you will wholly devote yourself to work assigned to you and will not undertake any other employment either on full or part time basis. Any violation of this condition will entail immediate termination of your services notwithstanding clause 15 below.

21.0 Disqualification:

You will have to give a declaration that there is nothing adverse against you either presently or in the past which would disqualify you for being engaged in service. Following shall constitute disqualification for engagement.

- i) Insolvency
- ii) Pendency of investigation/trial in relation to a criminal offence.
- iii) Conviction by Court of Law for criminal offence.
- iv) Dismissal/termination from the services in your previous employment(s) pursuant to disciplinary action.

22.0 Secrecy:

- 22.1 The incumbent will maintain all information/ documents/ materials gathered during the course of the engagement in strict confidence. He/ she will not copy or make notes of such information/ documents except in connection with the work for the Company. He/ she will not divulge to anyone outside the Company or use any of the information/ documents/ materials gathered during the course of engagement for his/ her own or anyone else's benefit, either during or after the terms of engagement with the Company. The aforesaid obligation shall also apply to proprietary/ confidential information/ documents of third parties received by him/her or the Company in the normal course of the engagement with the Company.
- 22.2 The incumbent shall, while demitting the Office, handover all information/documents/ materials under his/ her possession, during the engagement period, to the immediate Reporting Authority.

23.0 Interpretation:

In case of any doubt arising with regard to any of the provision of the above Policy or decision on any matter not covered by this Policy, the final authority shall vest with the Chairman and Managing Director, whose decision shall be final.

24.0 HEAD OF UNIT's Decision Final:

The decision of Head of Unit in all matters relating to eligibility, acceptance or rejection of applications, penalty for false information, mode of selection, conduct of interviews, selection on engagement of selected candidates will be final and binding on the candidates and no query/ correspondence will be entertained in this regard.

- 25.0 Any other matter regarding your engagement not dealt with herein shall be governed at the sole discretion/decision of the management which will be binding on you.
- 26.0 If the above terms and conditions are acceptable in toto, you may communicate your acceptance by signing the duplicate copy of this offer and report for duty on or before _____ to HVF.

SIGNATURE OF THE CANDIDATE

Name:

Post:

Place: Avadi

Date:

COUNTER SIGNATURE BY RESPECTIVE HR

To

HR Department of the Unit/CO concerned.