

## SERVICE CONTRACT AGREEMENT

Whereas this Service Contract Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (Two Thousand Seventeen) between Mr./Ms. \_\_\_\_\_ S/D/W/o Mr./Ms. \_\_\_\_\_ resident of \_\_\_\_\_ (being referred to for the "IT Professional" which expression shall, unless excluded by or repugnant to the subject or context, include successors and assigns) hereinafter referred to as 'the first party')

And \_\_\_\_\_ Department/ Board/ Corporation/ Organization and having its office at \_\_\_\_\_ (being referred to for the "Department/ Organization" which term shall, unless repugnant to the subject or context include its successors and assigns) hereinafter referred to as 'the second party')

And whereas Mr./Ms \_\_\_\_\_, the first party and \_\_\_\_\_ Department, the second party are willing to enter into Service Contract Agreement on the following terms and conditions as mutually agreed and binding upon them.

## IT IS THUS MUTUALLY AGREED TO THE FOLLOWING EFFECT:-

1. That Sh./Ms \_\_\_\_\_, first party will be paid a consolidated Contract Amount/ Remuneration/ Job Work Fee of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) per month Besides the aforesaid amount/remuneration/fee, the first party shall not be entitled to any other benefit in any form whatsoever except as mentioned in clause 8 and 9 of this Service Contract Agreement.

2. That Mr./Ms. \_\_\_\_\_, the first party in case fails to perform the job work assigned to him/her and commits mistakes, the second party shall have right to deduct the job work fee of the first party.

3. That Mr./Ms. \_\_\_\_\_, the first party has been engaged as \_\_\_\_\_ with the second party for a period of \_\_\_\_\_ i.e. from \_\_\_\_\_ to \_\_\_\_\_, which period may be reduced due to the cessation of the above job earlier or unsatisfactory performance of the first party i.e. Mr./Ms. \_\_\_\_\_.

In the event of un-satisfactory work or performance by Mr./Ms. \_\_\_\_\_, the present Service Contract Agreement shall be terminable after giving appropriate opportunity for non-performance to the first party.

4. That after the expiry of Service Contract Agreement/ work of the project, this bilateral agreement shall automatically come to an end without any requirement of notice or compensation etc. to Mr./Ms \_\_\_\_\_, the first party.

5. That the second party can deploy Mr./Ms \_\_\_\_\_, the first party at any place/position/office/concern etc during the currency of this agreement.

6. That software developed/ data entered by Mr./Ms \_\_\_\_\_, the first party during performance of this Service Contract Agreement period shall be the exclusive property of the second party and Mr./Ms. \_\_\_\_\_, the first party will have no right whatsoever to copy/transfer or utilize the same for any purpose. In such a situation, upon discovery of such fact by the second party, this agreement shall stand terminated automatically and in addition thereto may also entail penal consequences upon the first party.

7. That Mr./Ms \_\_\_\_\_, the first party will be entitled for \_\_\_ days proportionate off/leave during the period of this Service Contract Agreement. Any absence beyond this period would entail prorated deduction from the contract amount/ remuneration/ job work fee of the first party. The IT Professionals shall also be entitled for 10 days Medical leave, on production of medical certificate, in addition to entitlement of 10 days casual leave in a calendar year.

8. That the first party, as the case may be, would be entitled to benefits as per the instructions dated 22.06.2009 issued by the Finance Department, Haryana or any amendments thereto.

9. That Mr./Ms. \_\_\_\_\_, the first party shall be entitled for ESI benefits under the Employees State Insurance Act, 1948 over and above the consolidated contract amount/remuneration/job work fee. In case the first party is not entitled to the benefits under this Act, in that eventuality, the first party shall be paid Rs.500/- per month as fixed medical allowance over and above the consolidated contract amount/remuneration/job work fee.

10. That Mr./Ms. \_\_\_\_\_, the first party shall be reimbursed the payment of TA/DA where-ever required to undertake journeys for performance of service contract Agreement as approved by State Government as per entitlement from time to time.

11. That the present engagement of Mr./Ms. \_\_\_\_\_, the first party, for this work in terms of this Service Contract Agreement, shall in no case and circumstances confer any vested right in the first party to continue beyond the aforesaid date nor would confer any vested right to seek any employment in the office of the second party.

12. That all differences and disputes between the parties hereto on any clause or matter herein contained or regarding their respective rights, claims liabilities hereunder, or howsoever, in relation to, incidental to or arising out of this Agreement, shall be subject to, governed and adjudicated under the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended upto date by referring the same to the sole arbitration of the \_\_\_\_\_ or his nominee, acting as such at the time of reference, whose award shall be final and binding on both parties.

**IN WITNESS WHEREOF** Mr./Ms. \_\_\_\_\_, the first party and \_\_\_\_\_ Department/Board/ Corporation/Organization, the second party, after understanding all the terms and conditions of this agreement have signed this service contract agreement at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the following witnesses.

**WITNESSES:-**

1. Signature:  
Name: IT Professional  
(First Party)  
Date:  
Address \_\_\_\_\_
  
2. Signature.  
Name: For and on behalf of the  
Party  
Date: Deptt./Orgn. (Second Party)  
Address: \_\_\_\_\_