

PROFORMA C

SERVICE CONTRACT MADE BETWEEN HIGH COURT ALLAHABAD
AND
RECRUIT S/W DEVELOPER SRI.....

PREAMBLE

This contract is made on _____ day of _____ 2017 between HIGH COURT ALLAHABAD through REGISTRAR GENERAL herein after referred to as EMPLOYING AUTHORITY (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assignee) on the one part and Recruit Software Developer (herein after referred to as Contractual Employee) SRI _____ S/O _____ R/O _____ on the other part.

1. Appointment / Designation

Sri _____ is appointed as S/W Developer on **contract basis** to work for CIS Periphery Development and other Office Automation FOSS Application development in co-ordination with Software Development Team eCommittee and CIS Core Development team of NIC.

2. Term of appointment

The term of appointment will be maximum for Project Duration as mentioned in para 4 Chapter 12 of the Policy Action Document of Phase II of eCourts Project. Initially the appointment will for one year starting from the date of the signing of the agreement unless revoked earlier. The term of appointment may further be extended in a block of 12 man-months subject to availability of fund from Department of Justice.

3. Salary and Perks

The Software Developer will get fixed remuneration of ₹25209/- p.m.

4. Job responsibilities Developer-

- To work for CIS Periphery Development and other Office Automation FOSS Application development at High Court level in co-ordination with Software Development Team of eCommittee and CIS Core Development team of NIC.
- To work for CIS Periphery Development and other Office Automation FOSS Application development at District Court level in co-ordination with Software Development Team of eCommittee and CIS Core Development team of NIC.
- To advice CPC from time to time about various FOSS Apps which may be useful in court working both for High Court and for District Courts.

5. Medical Fitness.

The appointment shall be subject to the physical and mental fitness of contractual employee. If at any stage it is found by competent medical authority that contractual employee is not physically or mentally fit, his contract of service shall be terminated without any further notice.

7. Leaves:

Contractual Employee will be eligible for one day CL for every month of completed service. CL can not be taken more than three days at a time. However, before proceeding on leave, prior sanction/approval of the sanctioning authority is required. In case under unforeseen circumstances prior approval is not possible, immediate information through email, telegram or telephone will be required to be given to the sanctioning authority. In case Contractual Employee fail to do so, competent authority will have the right to take action against him as per rules. Contractual Employee shall not be entitled to any Winter/Summer Vacation and Medical Leave.

8. Relinquishing Services :

In case Contractual Employee absents from duty continuously for 14 days or more, he shall be deemed to have left and relinquished the services on his accord and such relinquishing of services shall be deemed as repudiation of the contract of employment by him. In such circumstances, Employing Authority will have the discretion of adjusting salary against the notice period of such abandonment. During the contract period, the notice period on either side would be fourteen days. Employing Authority will have discretion of adjusting remuneration of the notice period.

9. Other General Terms of Employment:

9.1 The Contractual Employee will have no claim for further employment unless the period is extended prior to expiry of

This contract. Contract can also be terminated within the period of contract in case the performance of Contractual Employee is not satisfactory, or he/she is found indulged in unlawful activities.

9.2 During employment Contractual Employee will be bound by such rules and regulations, and also by such legal requirements as may be applicable. Contractual Employee is expected to put his best efforts, attention and commitment for the successful implementation of the E-Court Project. Contractual Employee is explicitly advised to refrain from any such activity, whether for monetary or any other considerations, as may create hindrance in his performance.

9.3 By virtue of employment, Contractual Employee is required to do work allied, ancillary or incidental to the main job. Similarly, he may be asked to do any other related job within his competence as judged by CPC depending upon the exigencies of the situation.

9.4 During the course of employment of Contractual Employee The Uttar Pradesh Government Servants Conduct Rules 1956 shall mutatis mutandis apply and he will be required to follow and maintain proper decorum as is required for a responsible technical officer in any Government Organization. He shall not by himself or through others, allow any such act in any manner which may cause any damage to the dignity of the office.

9.5 Contractual Employee would report to CPC and perform the job as assigned from time to time during his employment. He will be responsible for all the objectives /targets set for the successful and timely implementation of the E-court Project.

9.6 The employment is substantially based on the information provided by Contractual Employee. If, it is found that the information provided by him is incorrect or that some information is suppressed, then his employment is liable for termination summarily without any notice.

9.7 The employment can be terminated if there is any kind of :

- (a) Illegal activity – relating to work or harming the reputation of the office.
- (b) Indecent behavior with colleagues, litigants or Advocates.
- (c) Personal bankruptcy /insolvency.
- (d) Refusal to do any law full work assigned by the Superior Officers.
- (e) Absenteeism.
- (f) Willful neglect of work .
- (g) Repeated insubordination or violation of employment rules.
- (h) Undisclosed conflict of interest.
- (i) Financial irregularity with respect to expenses incurred or reimbursed by the High Court /District Court.
- (j) Institutional espionage.

9.8 This agreement shall supersede all previous communications, both oral or written and provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both Employing Authority and Contractual Employee.

I hereby declare that I accept all the conditions of the Agreement.

Signature of Contractual Employee:

Name:

Designation:

Place of Posting:

Signature of Employing Authority :

Name:

Designation: