



Ltr. No.: NISG/ISM/2024/17

20<sup>th</sup> May 2024

To,  
Mr. Sachin Kumar,  
AT-Semapur, PO - Semapur, Police Station - Semapur,  
Near Central Bank of India, District - Katihar, Bihar – 854115

**LETTER OF CONTRACT**

**Dear Mr. Kumar:**

Based on the recommendation of the Selection committee, we are glad to offer you the position of **Associate Technology** for **3 (Three) years** effective from your date of joining, on a full-time basis, with National Institute for Smart Government (NISG) (hereinafter referred to as the "Company") for **India Semiconductor Mission (ISM)** (hereinafter referred to as the "Client"). Company and the Client are hereinafter collectively referred to as the "Parties", and each as a "Party". Your contract will however be co-terminus with the agreement between NISG and the Department to which you are assigned and subject to the requirements of the Department. Your contract will be governed by the following terms and conditions:

**1. Scope of Work**

You will be responsible for the execution of the various assignments / tasks given to you from time to time and for the efficient functioning of your section/department. You will abide by the rules and regulations framed from time to time by the Parties. You may be required to report to any other officer of the Client/Company depending on the nature of the assignment given to you or as deemed fit by the management of the Company. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody, or charge.

Sachin Kumar



## 6. Location

You will render your Services presently at **Delhi**. You may, if required, be transferred to any other department, of the Client at any other location at the sole discretion and management of the Client, subject to the terms as outlined in this contract letter. As part of your work and in the performance of your duties of employment with the Client, you may and will be required from time to time to travel to places, as and when required or specified by the Parties.

## 7. Probation:

You will be on probation for a period of six months, from your date of joining. You will be confirmed in your appointment in writing on successful completion of the said probation period. It may get extended by further period if your performance is not found satisfactory. You are deemed to be on probation unless specifically confirmed in writing.

## 8. Documentation

You are required to submit the documents as listed in Annexure - 1 on the day of joining Company or at office of the Client. Photocopy of the documents have to be self-attested before submission.

## 9. Leave

In case you need to take leave, you would be required to take advance approval from the immediate reporting manager/competent authority of the Client during the contract period. Your leave entitlement would be 18 days of leave and 6 days of sick leave per annum which would be calculated on a pro-rata basis. The leave entitlement and computation are linked to the calendar year i.e., January 1st to December 31st. These leaves cannot be encashed & cannot be carried forward to the next calendar year.

*Sachin Kumar*



Architecting e-Government

National Institute for  
Smart Government

CIN : U85320TG2002NPL039032

Mahanagar Door Sanchar Sadan, 9, CGO Complex,  
5th Floor, Rear Wing, Lodhi Road , New Delhi - 110 003  
Phone : +91-11-2432 1445 Fax : +91-11-2432 1444

## 10. Termination of Contract

### a. With Notice:

The contract may be terminated by either party at any time by providing 1 (One) month prior written notice to the other party or by payment of salary in lieu thereof.

### b. Without Notice: The Company may terminate this contract with immediate effect and without any prior notice if:

- i. You by any of your act/s of omission or commission / negligence violate the terms of this contract or Company policies.
- ii. Any documents/declaration given, or information furnished by you to the Company proves to be false or if you have willfully suppressed or concealed any material information related to your appointment.
- iii. You are convicted of any criminal offence.
- iv. Your unauthorized absenteeism from duty.
- v. Your performance does not meet the standards and requirements as prescribed in Clause 1 and Clause 2, upon receipt of recommendations from the client.

## 11. Performance Management

To be eligible for annual increment, an employee should be on rolls of the organization and should not be serving the notice period as on date of issue of annual increment letter. Further, grant of increment is not a matter of right, and the same shall be at the exclusive decision of the management, in consultation with and with the approval of the department/ministry where the employee is posted.

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## 12. Confidentiality

- a. You will maintain the highest standards of personal conduct and integrity and comply with Parties' policies and procedures. Further, you shall not use the trademark, logo etc., of the Parties in any manner whatsoever (including in newspaper advertisements, pamphlets, etc.) without the prior written consent of Parties.
- b. For purposes of this contract "Confidential Information" shall be deemed to include all Company records, data and information coming into your possession, or which he/she have learnt, or had access, or discovered as a result of this contract with the Parties.
- c. You shall keep in confidence the Confidential Information disclosed to you by the Parties and you will not disclose the Confidential Information to any third party without the prior written consent of the Parties and you will use the Confidential Information only for the purpose of rendering Services under this contract.
- d. After completion of the contract, you will not use any of the Confidential Information and other particulars of the Parties business, and any other related information in any manner whatsoever in any assignment and will at all times maintain confidentiality of such information.
- e. After the termination of the contract with the Company, you will return immediately to the parties all Confidential Information received from Parties or created by you, without retaining any copies or duplicates. You acknowledge expressly that the confidentiality and secrecy obligations shall be applicable during the term of your contract with the Company and shall survive for an unlimited period of time after the termination of your contract with the Company.
- f. In case, you violate an obligation as set forth in this contract, the Company shall be entitled to seek judicial enforcement of such obligation including, but not limited, to specific enforcement by way of an injunction or other means of interim and/or permanent relief.

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### 13. Other Terms & Conditions

- a. You are not granted any right or authority to assume or create any obligation or liability, express or implied, on the Parties or to bind the Parties in any manner under any legal or other obligation.
- b. This letter of contract is being issued to you on the basis of the information and particulars furnished by you in your application (including biodata), at the time of your interview and a subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the management of the Parties may take such action as it deems fit in its sole discretion, including termination of your contract.
- c. You will represent the Parties before any third party or regulatory agency only upon express written consent to do so and such consent shall specify the nature, scope, and extent of your authority to represent the Parties.
- d. You will indemnify the Company and its Directors, officers, and employees from and against all claims, demands, losses and damages, penalties, expenses and proceedings connected with any act, communication or third-party representation which is at variance with the implementation of this contract. In all events and under all circumstances, notwithstanding anything hereunder, the liability of Company hereunder for any damage, claim or action shall be limited to the consultancy fee paid by Company to you.
- e. While on the premises of Parties or using the Company resources such as laptops, data card etc., you would strictly abide by the security policies of the Parties. Any breach or violations of the Company security policies shall be deemed to be a breach of this contract.
- f. You will not enter into any third-party agreement or engage in any activity and / or employment and / or consultancy which shall in any way adversely affect your Services under this contract.

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- g. All disputes or differences arising out of this contract shall, unless settled amicably between the consultant and Parties, be referred for arbitration by a sole arbitrator to be appointed by the Company. The arbitration shall be in accordance with the Arbitration and Conciliation Act 1996, any subsequent modification or re-enactment thereto. The arbitration proceedings shall be at Delhi and shall be conducted in English language. The decision of the arbitrator on the dispute shall be final and binding on the consultant and the parties.
- h. All matters/disputes arising out of this contract are subject to the jurisdiction of courts at Delhi and laws of India only.

Yours sincerely,

**Bipin Chand Sharma**  
General Manager - BHR



Annexure I

Photo Copies of all relevant certificates/ Degree Mark sheets etc.

Proof for Date of Birth (Birth certificate / SSC mark sheet)

Experience certificates from previous employer

Relieving letter from previous employer

Photo Copy of PAN card

Passport size photographs - 2 Nos.

Photocopy of Passport/Aadhar card

Proof of current residential address

*Sachin Kumar*