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[CTC – HRO – SW – Contracting – 7.8.7-d-002 – IF/NN/SS] [Employment Contract – Jehlum – Jul-2023]



# **Employment Contract**

THIS AGREEMENT made as of Jul 25th, 2023, at Islamabad between CHIP Training and Consulting (Pvt) Ltd (hereinafter referred to as Employer) having its principal place of business at Islamabad and **Mr. Muhammad Naeem Mirza** (hereinafter referred to as Employee), - Jehlum - Punjab. WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and goods and valuable consideration the parties agree as follows:

#### 1. Position Title

- (a) The employee shall be designated as a Safety warden for the bike straddling project.
- (b) The employee shall be required to perform his/her duties as per TORs (Annex A).

### 2. Contract Validity

The employment contract will be valid from Jul 25th, 2023 to Aug 31st, 2023 and will be considered discontinued if not extended expressly. The extension to this employment contract will be subject to satisfactory performance of work deliverables and upholding of high moral and ethical standards.

### 3. Duty Station & Reporting Line

The employee shall be based in - Jehlum - Punjab and you shall be working under the direct supervisor of TM/DM and in close coordination with the CTC focal person for all day-to-day/program activities.

#### 4. Salary

- (a) Gross salary of PKR. 33,000/ with a communication allowance of PKR 1,000 per month shall be paid subject to withholding tax.
- (b) It will essentially remain the responsibility of the employee to keep his/her tax affairs in order i.e. obtaining NTN and filing tax returns. By accepting this employment, the employee has categorically exonerated the employer from any responsibility for his/her tax affairs.
- (c) All reasonable expenses arising out of employment shall be reimbursed provided that the same have been authorized prior to being incurred and with the provision of appropriate receipts.

#### 5. Benefits

The employee shall be entitled for death and accidental insurance benefits, which can be claimed with six (6) months for death cases and three (3) months for accidental from the date of incident, otherwise employer will not be liable to settle the claims.

#### 6. Timings

The employee shall be required to perform his/her duties on a full-time basis. The working week has six days from Monday to Saturday, 8:00 am to 4:00 pm which may include weekends, however, instructions of the Federal Government shall be considered final.

#### 7. Leaves

The leaves are subject to fulfillment of conditions prescribed in the leave policy. The leave can not be encashed against accrued leave balance. The employee will also be entitled to gazette holidays declared by the Federal Government of Pakistan

# CHIP Training & Consulting (PVT) LTD.

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## 8. Disciplinary Actions

(a) The employer reserves the right to take disciplinary actions against the employee where in its opinion-which is final - the employee is found to underperformer or guilty of misconduct, negligence, data funding, absence from duty without permission, or any other conduct considered by company deterrent to its interest or of violation of one or more terms of this employment and/or any other rules contained in the Employee Service Rule (ESR) which may include inter alia termination of the employment contract without notice.

#### 9. Notice Period and Contract Extensions

- (a) Both the employer and employee at any time terminate this employment contract by giving prior notice of not less than 15 days or 15 days of gross salary in lieu of the notice period.
- (b) The above clause will not be applicable where the employment contract is expired and the employer has decided not to extend it any further. In such cases, the employment contract shall be deemed to be concluded by the employer.
- (c) It is the absolute discretion of the employer to discontinue the employment contract on its expiration without assigning any particular reason (s) and the same cannot be challenged in any court of law.

# 10. General Terms of Employment

- (a) The employee shall abide and govern by the Employee Service Rules for Safety Warden Staff (ESR) and the same shall be read as an integral part of this employment contract.
- (b) During the course of the employment period or subsequent to conclusion/termination/resignation from the service, the employee must observe strict confidentiality regarding matters which, by their nature are to be treated as secrets or confidential and shall not be disclosed to anyone whosoever.
- (c) Under this contract, the employee shall not be termed as a "worker" in terms of the Workman's Compensation Act 1923.
- (d) In case of any dispute/disagreement, the suits/petitions shall only be instituted in the courts/tribunals situated within the local limits of Islamabad hence the jurisdiction of any other court/tribunal (conferred under the Code of Civil Procedure) shall be excluded.
- (e) The Employer reserves the right to unilaterally alter/modify from time to time the terms and conditions of employment contracts and such a variation can take effect without employees' consent being sought.

**Yours Truly** 

Maringon

HR Department CHIP Training & Consulting

The Employer has caused this agreement to be executed by its duly authorized Employer and the Employee has read, understood and agreed to the above terms and conditions and set his hand as of the date mentioned below.

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