

# **Letter of Appointment**

## Dated: May 09, 2018

Ref No: HRFPTS/HR/18-19/HRTS2642

Mr. Vipin Pratap Singh

# Dear Vipin Pratap Singh,

# Sub: - Services to be rendered as "Engineer - Construction"

This refers to your application and subsequent interview. We take pleasure in offering this Contract to you for the captioned Services on the following Terms and Conditions.

- You will be required to render Services at M/s. Tata Projects Ltd. "1st Floor, Tower 1, Okaya Centre, B-5, Sector-62, Noida – 201301, Uttar Pradesh". The Commencement of this Contract shall begin from the date you report to render Services at the work place. We HR Footprints Talent Solutions Pvt. Ltd. here further, shall be referred as the Company.
- Your appointment will be effective form your date of joining at M/s. Tata Projects Ltd., "1st Floor, Tower 1, Okaya Centre, B-5, Sector-62, Noida – 201301, Uttar Pradesh" on or before May 15, 2018.
- 3. Your remuneration will be CTC is **INR 320604/-** per year, paid monthly on or before 10<sup>th</sup> of the following month. The details of your remuneration and other benefits are listed in the Annexure-A to this letter. The contents of the Annexure are of confidential nature and are not to be discussed and/or shared with any person by any manner. You are required to preserve this communication with utmost care and confidentiality so that the said contents do not get passed on/shared to/by anyone else. Any compromise in this respect will be treated as the breach of understanding/trust/confidentiality.
- 4. Statutory deductions such as PF/PT/TDS/ST and any other as existing on the date of your reporting and any changes brought to prevail during the tenure of this Contract shall be enforced per regulatory rates per Government Rules and we undertake to deposit the same in the concerned Government Department Account.
  - a) Gratuity will be paid as per The Gratuity Act 1972
  - b) Leaves will be paid as per the policy provided by Tata Projects Limited,
  - c) Statutory Bonus will be paid according to The Bonus Act 1965
- 5. Contract Duration:

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Your Services shall be on Contract basis for a period of 1 year and the same can be reduce or extendable and also are transferable. This contractual appointment will automatically come to an end after One year of your service from your Date of Joining.

- 6. You shall render the Services to the standards acceptable to our Client & it is required that you shall maintain good conduct during the tenure of your presence at the place of work and will not participate in any political activities. You will also not commit to any activity which is against social harmony at the work place and will not allow yourself to get associated with any unlawful activity.
- 7. Transfer:

You are liable to be transferred in such capacity as the company may from time to time determine, to any location, department, establishment or branch of the company or its affiliates, associates or subsidiary companies. You may be required to undertake travel for company work and you shall be paid the allowances for the same as per the company HR policies

- 8. During the tenure of this Contract you shall not get yourself engaged directly or indirectly, with or without monetary benefits in any other employment contractual or otherwise or activity which the Company or our Client may, in our sole discretion consider to be contrary or inconsistent with your Services and obligations there under and which may in our sole discretion deem to be prejudicial to our interests. Further, you shall not divulge any details of the Company's operations, affairs or secrets or that of our client as named above and/or any of our/their associates to any person/s, firm or organization without the express consent obtained well in advance through their respective authorized signatory, in writing or nor shall you use or attempt to use any information which may directly injure or cause loss of may lead indirectly to injury or cause loss to the cause to the Company or to their Client.
- 9. You shall not carry/disclose/damage/destroy any document, drawings, sketch, data tec. Whether in original or physical copy or in electronic form, whether at the work place or anywhere else, willfully or otherwise. As such, you shall maintain strict of all documents and data of our client, failing which we may be compelled to take legal action against you.
- 10. Your Services shall strictly be of Contractual in nature and basis. Your Services shall be entirely governed by the requirement of our client as contractually agreed by the Managements of the Company and our Client. You will have neither any claim nor recourse to a permanent employment with the Company or our Client, on termination of the Contractual appointment or any time in future.
- 11. We reserve the right to terminate this Contract within 24 hours, if:

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  - a) You fail to extend the Services to the satisfaction of the person to whom you will be required to report during your work period or any person nominated by the Client.
  - b) You remain absent from duty without proper intimation/approval to/from the person to whom you will be required report during your work period or any person nominated by the Client.
  - c) Your conduct with your colleagues and supervisors and others at project site is not found to be satisfactory as decided by the person to whom you will be required to report during your work period or any person nominated by the Client.
  - d) In case, you are found to have consumed Alcohol/Drugs which will render you incapable of performing your duties during working hours/thereabouts or you are found to be intentionally involved in any activity which will create a situation harmful to your coworkers/Client's personnel or you are likely get yourself in losing self control leading to economic losses and/or damage to the social fabric of the work place/society in general.
  - e) Should our Client request your immediate removal from the place of work, we shall not be held liable to produce any communication from our Client to the said cause and effect.
- 12. In case, you wish to opt out from rendering services and terminate the Contract, you will be required to give 30 (Thirty) days notice by way of a written document (a letter, a fax, an e-mail etc. verbal communication is not acceptable/tenable) or in lieu one month compensation, to the person named as the contact person from the Company and the person to whom you will be required to report during your work period or any other person nominated by the Client.

Upon termination of your Contract, the Company or their nominated person shall settle all your dues in line with this Contract within the existing Laws and only when you hand over the charge consisting of but not limited to materials, equipment in physical form all documents in physical and/or electronic form which were given to you to help you render Services or came to be in your possession during your period till the time of your leaving the work place and vacating Company accommodation, if provided.

- 13. You will render your Services in a professional and highly skilled manner consistent with such good industry practices are customarily employed and shall be in accordance with established codes and standards.
- 14. You will follow all applicable safety rules mandatory in work area/norms of our Client and be responsible for the security and protection of our Client's materials and equipment being used by you and shall take reasonable precautions to protect such materials and equipment from loss or damage.

- 15. You will comply with our Client's rules and regulations including any subsequent changes or instructions wherever/whenever applicable as may be issued from time to time concerning health, safety and welfare.
- 16. You are required to report at your place of work as early as possible. Your Contract commences from the date of your reporting at the place of work. In case you do not report to the place of work within one week of committed date and without any written communication giving proper reason, this contract shall be considered null and void. We shall proceed with alternate arrangement without prejudice.
- 17. For whatsoever reason, the Company's Total Liability arising out of the Services to be rendered under this Contract/your any other actions at work place and beyond, covering death, partial or minor disability, Medical shall not exceed **Rs.1,00,000/-** applicable for NON ESI personnel only.
- 18. During the tenure of your service you will obey the instructions of your Superiors and the Management. Company reserves the right to take appropriate action against you incase any kind of misbehavior or misconduct is being found on your part
- 19. In case any misappropriation, fraudulence and /or criminal activity committed by you, The Management reserves the right to terminate you immediately and initiate necessary legal proceeding.
- 20. Business Ethics: Your services will be deployed at our Customer M/s Tata Projects **Ltd.** is committed to operating its business conforming to the highest moral and Ethical standards. During your deployment with Tata Projects Ltd., you shall work with similar value and demonstrate the same values. Tata Projects Limited expects all its associates including yourself to conform to the Anti Fraud Policy, Whistle Blower Policy and Tata Code of Conduct (TCoC) in interactions with, and on behalf of TPL, including respecting the confidentiality of information shared with you. You are requested to visit TPL's Website www.tataprojects.com for viewing the full text of Anti Fraud Policy, Whistle Blower Policy and TATA Code of Conduct. Any concerns in violation of ethical business practices may be reported to ecounsellor@tataprojects.com or tplwhistleblower@tataprojects.com
- 21. It may clearly be understood that this understanding of compensation and temporary contractual assignment with you will automatically be delayed or become null and void or delayed incase of the services / compensation rendered being terminated / delayed by the client of **HR Footprints Talent Solutions Pvt. Ltd.** due to unforeseen / business reasons, since **HR Footprints Talent Solutions Pvt. Ltd.** is in the business of outsourcing.
- 22. At the time of commencement of this Contract you are requested to carry following details/documents with you for submission at the work place or ensure that these reach our Hyderabad office, at the following address for reference and records.

#### HR Footprints Talent Solutions Pvt. Ltd.



- a) Color Photographs (3 Numbers of Passport Size white background)
- b) Proof of salary drawn from the previous employer
- c) Relieving Letter from Previous Employer
- d) Self attested Photocopy of PAN Card
- e) Permanent address & contact details
- f) Bank Account Details
- g) Copies of credentials/educational certificates/testimonials.
- h) The name, relationship, permanent address and land line/cell phone number of the person to be contracted, in case of an emergency.

Any violation of these norms of behaviors shall constitute a misconduct for which the Management shall be competent to take disciplinary action against you. The disciplinary proceedings will be taken against you as per Disciplinary Rules and Law in this behalf.

### **ENDORSEMENT**

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

### For HR Footprints Talent Solutions Pvt. Ltd.

Accepted and Agreed

SSN Snino-J

SSN SRINIVAS CEO Signature and date: Name: Vipin Pratap Singh



# **Annexure-A**

	Site Location: 1st Floor, Tower 1, Okaya Centre, B-5, Sector-62, Noida – 201301, Uttar Pradesh	
Designation: Engineer - Construction	SBU: Transmission & Distribution	

Component	Offered Salary	
	Per Month	Per Annum
Basic	8400	100800
Special Allowance	16808	201696
Sub Total [A]:	25208	302496
Deductions		
Provident Fund	1008	12096
ESI	0	0
Professional Tax	200	2400
Sub Total [B]	1208	14496
Employer Contribution		
Provident Fund	1105	13260
ESI	0	0
Gratuity	404	4848
Sub Total [C]:	1509	18108
Take Home Salary [A] - [B]	24000	288000
Cost To Company = [A] + [C]	26717	320604

For HR Footprints Talent Solutions Pvt. Ltd.

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### SSN SRINIVAS CEO