



**PRIVATE & CONFIDENTIAL**

**Mr. Mohd Badrul Shaikh**

Room No. 309, 3rd Floor, Sana Apartment,  
Maulana Azad Road, Near Bharat College,  
Khushhal Nagar, Kausa-Mumbra, Thane - 400612

TCE/CORP/HR/CONS/8001/22-23/02437  
23-09-2022

**Sub: Panel of Consultant.**

Dear Mr. Mohd Shaikh,

This has reference to the meeting you had with us :

We are pleased to place you on our panel of "Consultant" for providing your services on Job no. 12375C, ASIAN PAINTS LIMITED on the terms and conditions stipulated hereunder :

1. The Period of this arrangement will be from 26-09-2022 to 25-09-2023 or upto the completion of above mentioned Job No. **12375C** for which this arrangement is entered into, whichever is earlier.
2. You will be referred as 'Consultant'.
3. You will provide your service at our Mumbai Airoli Located at 15 Floor, Nb1502 And Sb1501, Empire Tower, Cloud City Campus, Thane - Belapur Road, Airoli, New-Mumbai, Mumbai Suburban.
4. You are requested to contact Mr. Manoj Phoolbadan Shrivastav, Senior Manager - HR at the above mentioned address on 26-09-2022 for further instruction.

Please carry the document as mentioned in clause 19 at the time of reporting on first day of your contract.

5. You will be required to provide your services on as and when required basis.
6. You will be paid consolidated lumpsum monthly fees of Rs 25000 /- (Rupees Twenty Five Thousand Only) per month for the services rendered by you plus GST if applicable as per prevailing rate subject to condition mentioned in clause no. 20 and submission of proof of registration certificate under GST Law.
7. You will follow working schedule as applicable to our Mumbai Airoli Any shortfall in workings days will be adjusted at the rate of (1/30) of your monthly fees.
8. Your services are liable to be assigned to any of the Offices/ Divisions/ Work Sites of the Company. You will be required to follow working schedule as applicable to Office/ Division/ Work Site respectively.

**TATA CONSULTING ENGINEERS LIMITED**

15th Floor Empire Tower Cloud City Campus Opp Reliable Tech Park Thane - Belapur Road Airoli Navi Mumbai 400708  
Tel +91 22 6114 8181 Fax +91 22 6114 8282 email mail@tce.co.in website www.tce.co.in CIN U74210MH1999PLC123010  
Registered Office Elphinstone Building 10 Veer Nariman Road Fort Mumbai 400 001 Tel +91 22 4006 5833



9. In case you are required to travel outstation for providing your services, you will be intimated in advance and the mobilization cost will be mutually agreed. You will have to raise separate invoice for reimbursable along with supporting documents.
10. You are required to obtain Personal Accident Insurance Policy (for yourself) for a sum of Rs 5,00,000/- (Rupees Five Lakh only) from any Nationalized Insurance Company, from the date of your engagement with TCE. You shall submit the supporting documents as proof of having obtained Personal Accident Insurance Policy within 7 days from the date of your engagement. You will be reimbursed the policy premium amount of submission of the supporting documents along with your first invoice, failing which your payment will be kept on hold.
11. You are required to submit your first invoice for the Period 26-09-2022 to 20-10-2022 and subsequent monthly invoices from 21st to 20th of succeeding month for the services rendered by you, if any.
12. You shall furnish the monthly invoice along with timesheet indicating the work carried out and duly approved by the company on or before 22nd of every month.
13. Tax Deduction at Source (TDS) as applicable as per Income Tax Act, will be deducted from the monthly invoice amount.
14. In case you are required to work on Company's weekly off/ DC holidays, in view of the exigencies of work, you may opt for compensatory off (CO) which will be sanctioned by the Functional Manager. The same is to be utilised within this arrangement period, Such CO, if not availed, will automatically lapse at the end of period.
15. This arrangement is purely for the project mentioned above and only to meet the temporary increase in workload on project.
16. This arrangement will automatically stand terminated on close of work on 25-09-2023 or completion of the Job No. 12375C mentioned above whichever is earlier.
17. You will keep "Secret" and "Confidential" any and all drawings, specifications, instruction, reports, document and process information etc or any other data relating to Projects / Proposal or otherwise, which acquire during the tenure of contract. You will be required to sign a 'Secrecy Agreement' on a plain paper in presence of a representative of our Human Resources Department.
18. You will abide by the Tata Code of Conduct and related policies, a copy of which will be made available to you.
19. During the course of your engagement with us, any research work done, development made, and / or innovation made, in any area, shall belong to the Company and the Company shall be the Owner of the same in perpetuity and you shall not have any lien or right over it at any time.



20. This arrangement with our company, are liable to be terminated by giving fifteen (15) calendar days' notice from either side, without assigning any reason whatsoever.

However, in the following events the arrangement will be terminated with immediate effect without assigning any reason :-

- a) Showing lack of interest/aptitude in the work/job.
  - b) inefficient/bad quality of work not meeting the engineering standard.
  - c) found otherwise unsuitable
  - d) absenting without authorization / intimation for seven (7) days' or more,
  - e) unethical behavior / act
  - f) behavior/act affecting the decorum of the work environment.
  - g) violating any of the terms of this arrangement
21. Document to be carried at the time of reporting on first day of your contract.
- a) Copy of this letter duly signed by you.
  - b) Two passport sized recent colour photographs
  - c) Photocopy of Passport and Driving License/Ration Card
  - d) PAN and Photocopy of PAN card : to enable us to issue TDS certificate at the end of the financial year
  - e) Aadhar card copy
  - f) Cancelled Cheque with name printed
  - g) One attested copy of each of the following
    - i) Proof of Date of Birth (Birth certificate or SSC certificate indicating your date of birth)
    - ii) Qualification Certificates
  - h) GST Registration Certificate (If applicable)
22. If you are registered under GST, the following clauses will be applicable as per GST Law :
- a) You shall pay the applicable GST amount to government within due date i.e 20th every month
  - b) You shall upload correct invoice details in GST Return (GSTR 1) within due date i.e 10th every month and the same is matched as per the GST requirement ([www.gst.gov.in](http://www.gst.gov.in)).
  - c) In Case, Tata Consulting Engineers Limited is not able to claim the input tax credit under GST on account of non-compliance from your side (i.e Uploading of GST return), such amount shall be recovered from you from your monthly charges or by initiating any other remedial measures.
  - d) In Case, Tata Consulting Engineers Limited is required to pay any interest and/or penalty on account of non-compliance by you, the same shall be recovered from you.
23. TCE may share your personal information like educational qualifications, past experience details, projects handled, residential address, date of birth, contact details, special skills, Provident Fund No., TDS deduction confirmation, etc. with any of the current/prospective clients with the intend to continue to execute already acquired business and / or to secure/acquire and execute new business opportunities.



If you are agreeable to the above terms and conditions, you are requested to sign and return the duplicate copy of this letter as your acceptance to the above conditions within seven (7) days from date of issue of this letter, failing which this arrangement shall automatically stand withdrawn and cancelled.

Consequent to the acceptance of this letter by you, you hereby irrevocably authorize the Company to share your biodata (personal information) with the Company's existing Client/s and/or prospective Client/s including the educational qualifications certificates, for Company's businesses.

Yours faithfully,  
For **TATA CONSULTING ENGINEERS LIMITED**

**Nidhi P Mehandiratta**  
Head HR

I accept.

Signature