

Ref: 23481

**February 12, 2014**

**Narendra Patidar**

1/2, Krishna Nanda, 3rd floor  
Flat number 302,  
Damodar mudaliyar street, 1 st cross ulsoor,  
Bangalore  
Karnataka  
560008

**Letter of Appointment**

Dear **Narendra**,

*It is my privilege to welcome you to the Tesco fold and we are pleased to offer you the position of **Principal Software Engineer**, at **Work Level 1** of Tesco Hindustan Service Centre.*

The Total Pay offered to you would be **₹ 1,150,000/- (Rupees Eleven Lakh Fifty Thousand Only)** per annum. This includes, a variable pay which is 10% of the total pay at your work level. This variable pay is paid based on your individual performance which will be reviewed on half yearly basis against performance objectives. Please see Annexure 2 for details.

In addition to the above, the Company will bear the cost of Gratuity and Insurance Premium (Group Medical, Personal Accident and Life). Thus, the Total Cost to the Company would be **₹ 1,181,961/- (Rupees Eleven Lakh Eighty One Thousand Nine Hundred Sixty One Only)** per annum. Please see annexure 1 & 2 for details.

Tesco, you will soon discover, is all about people - the best people. This offer comes to you as the culmination of a rigorous selection process and you are sure to find a challenging peer group at TESCO HSC. We are positive you will find the work environment stimulating and conducive to helping you realize your professional goals.

Welcome to the family of Tesco Hindustan Services Centre!

We will appreciate you joining us in our office located in Bangalore on or before **March 24, 2014**. Please endorse your acceptance by duly signing the duplicate copy of this letter and by mailing it to us at the earliest.

We look forward to working with you and hope your career with Tesco HSC will help you realise your professional goals.

Welcome aboard!

**Sincerely,**

**Bhumika Srivastava,**

**Sr Manager -Talent Acquisition,**

For and on behalf of  
Tesco Hindustan Service Centre Pvt. Ltd

## **General Terms and Conditions of Employment**

**1. Place of work** - You are appointed to work in our office in Bangalore.

**2. Transfers** - Though you have been engaged for a specific position, your services are transferable from one location to another, one department to another, one shift to another, and also can be seconded or deputed by the Company to any Company of the Tesco group operating in India or abroad and under the management and / or ownership, direct or indirect, of Tesco Plc, whether existing as on date of your appointment or to be established thereafter at the option of the Company.

**3. Probation** - You would be pleased to know that you are a confirmed employee from the day you join and there is no probation period.

**4. Reviews** - Performance reviews will be done on a half yearly basis. Your increments are discretionary and will be subject to and on the basis of Company and Individual Performance. Generally, salary reviews would be done once every year.

Management reserves the right to change the pay components/ allowances in the total emoluments package, at its own discretion, at any time in future.

**5. Retirement** - You will retire from the services of the Company on attaining the age of superannuation which will be end of the month following your completion of 58 years.

**6. Conflict of Interest** - Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business without written permission from the Company.

**7. Anti Bribery** - Tesco HSC is committed to doing business fairly, honestly, ethically and openly and is guided by our Code of Business Conduct and our clear Policies on Anti-Bribery, Gifts and hospitality. Bribery is illegal and Tesco HSC has a zero tolerance towards bribery.

If you commit any breach of any of our policies or is believed to have committed any malpractice, Tesco HSC shall view it seriously and at its absolute discretion terminate your services and also initiate appropriate legal action.

**8. Confidentiality Agreement -**

a. You will not, during continuance of this appointment and thereafter disclose, divulge or communicate to any interested or other persons, whatsoever, any information relating to the Company's technical know-how, business practices or any other information of a confidential nature.

b. You shall treat all information obtained during the course of your employment with the Company, either directly from the other employees of the Company, or during the course of your work with the Company, as strictly confidential.

c. Such information may include, without limitation, the Company's financials, customer/clients modes of operation, information relating to research, development, trade secrets, contact names, address, phone numbers, technical, financial, marketing, manufacturing, distribution, or other technical or business information of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace, etc., used by you in the course of your employment with the Company. Confidential information shall also include information of the Company's associates/group companies/affiliates/parent company but shall not include information known or available to the employee prior to your employment with the Company and/or readily available to persons of ordinary skills in the assigned areas of technical/ business expertise.

d. You shall recognize that the Company has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of your employment and thereafter, you will not disclose such confidential or proprietary information to anyone except as necessary in carrying out your work in the Company and consistent with the Company's agreement with such customers or third party. You will not use such information for the benefit of anyone other than the Company. You will also not disclose any confidential or proprietary information to anyone inside the Company except on a "need-to-know" basis.

e. During your employment at the Company, you will not use improperly or disclose any confidential or proprietary information or trade secrets of your former employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and you will not bring onto the premises of the Company, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. You will not violate any non-disclosure or proprietary rights agreement you might have signed with the Company.

**9. Leave** - You are entitled to 30 days of leave per year, which is computed on a financial year basis and credits will accrue on pro-rata basis. The break up 30 days is 18 days of Earned leave and 12 days of Casual / Sick leave. Leave will accrue on a quarterly basis.

**10. Postal Address** - You will keep the Company informed of the postal address along with contact number for communication. You will also keep the company informed of the changes that may occur in your postal address and contact number during your period of employment with the Company.

**11. Working Hours** - We work 5 days a week, with 9 hours of work per day. However, your exact shift timings will vary as per the business needs of the company and your department.

**12. Absence** - Absence for consecutive period of eight working days without prior approval of your superior (including overstay of leave / training), would be deemed to be abandonment of employment by you and your service with the Company shall automatically come to an end without any notice or intimation.

**13. Notice period for Separation** - This contract of employment may be terminated by either Party by giving Two month's notice in writing. The Company reserves the right to, at its sole discretion, substitute the notice period by paying you basic salary in lieu of the notice period. Further, till such time as the Company accepts your resignation letter, you will be deemed to be an employee of the Company and the terms and conditions of your employment will still continue to bind you.

**14. Intellectual Property and Information Security -**

a. The Company shall be the sole owner of all its intellectual property rights (IPR). During your employment with the Company or thereafter, you are not permitted to use any IPR of the Company. For purposes of this clause IPR includes Patents, Copyrights, trademarks, service marks, brand names, designs, inventions, intangible assets, processes, methods, drawings, trade secrets etc.

b. You hereby assign exclusively and irrevocably to the Company all right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that you solely or jointly may conceive, write, encode, develop, or reduce to practice during your employment with the Company.

c. You will make prompt and full disclosure to the Company of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of the Company. You also undertake to sign any documents, forms, applications, affidavits, etc., that may be required to assign all Inventions in favour of the Company.

d. During your employment with the Company, you will be bound by the Company's Information Security Policy. You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your employment. The Company shall have the right to vary or modify any or all the terms and conditions which shall be binding on you.

The existing rules, guidelines and policies and amendments from time to time shall be made available under the Security Policy on the Company intranet. On joining us, you are expected to read, understand, accept and abide by the same. It shall be your obligation to update yourself on the amendments to the Policy made by the Company from time to time and made available in "HSC4Me".

Any breach in usage of the information, information assets, intellectual property and information technology, or compliance of the applicable rules and regulations shall be viewed seriously. The Company may immediately terminate your services, without any compensation or notice thereof, if you are found in breach of the Information Security Policy

#### **15. Termination -**

a. The Company may immediately terminate your services without any compensation or notice thereof if you are in breach of the Business Conduct Guidelines, information security policy, intellectual property violations, confidentiality, and/or other rules and regulations of the Company. The Company shall also be entitled to initiate appropriate legal action for the above breach.

b. The Company is also entitled to terminate your services immediately without compensation or notice upon you being guilty of any misconduct or being convicted by any criminal court, being involved in fraudulent acts, etc or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company;

c. If any Earned leave is due to the employee, Basic Salary in lieu of such leave will be paid, subject to the limits laid down in this respect.

d. On termination of this contract, you will immediately give to the Company, before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the Company or relating to its business and shall not make or retain any copies of these items.

#### **16. Discipline -**

a. You shall not refuse to take up any assignment that may be offered to you by the Company.

b. You shall be expected to abide by the rules and regulations of the Company, be courteous, honest and professional within the Company and with its clients/customers, and maintain & represent the Company's high standards of professional services at all times, in the Company.

c. You shall be responsible for all Company properties and material that are in your possession, and all infrastructures like telephones, computers, and projectors etc that have been provided to you to enable you in your work.

d. You shall not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in the Company's image / business being adversely affected.

**17.** You will be governed by the rules and regulations as applicable, enforced, amended or altered from time to time during the course of your employment. The Company shall have the right to vary or modify any or all the above terms and conditions which shall be binding on you. The existing rules are available on the Company intranet Hsc4me. On joining us, you are expected to read, understand and abide by the same.

This contract has been made in Bangalore and any dispute or suit, action or proceedings arising out of this Agreement or breach thereof or in respect of any matter or thing as herein contained and any claim by either party against the other shall be instituted or adjudicated upon only by the appropriate court of law in the city of Bangalore.

**Joining formalities**

1. You are requested to report on March 24, 2014.

**Reporting Time: 8.30am**

**Reporting Address:**

TESCO HSC, #81&82, EPIP Area,  
White Field, Bangalore – 560066.

**Documents to be carried:**

A copy of your date of birth certificate

Copies of certificates pertaining to your educational qualifications (including mark sheets)

A copy of your last appointment letter

A copy of the relieving letter from your last employer

A copy of your last salary slip

5 passport size photos of self and one each of your dependents

1 Stamp Size photograph for PAN application, if you do not have a PAN number already

2 copies of Address proof and ID proof for bank account opening.

Copy of PAN card / or copy of acknowledged PAN application

(If you do not have a pan card we would be able to assist you on the same. Only Bangalore Address will be accepted for PAN application)

2. Your employment shall be subject to a satisfactory reference check and the documents mentioned above being submitted by you and found in order.

3. Please note in case of an unsatisfactory /negative report received from the reference check, this offer stands revoked

4. This offer is valid for your acceptance till **February 15, 2014**. Further, if you do not join us on or before **March 24, 2014**, it will be deemed that you are not interested and this offer will get automatically revoked.

If you have any questions or queries, please do not hesitate to contact the Recruitment team.

Sincerely,

**Bhumika Srivastava,**

**Sr Manager -Talent Acquisition,**

For and on behalf of

Tesco Hindustan Service Centre Pvt Ltd

I agree to abide by the terms and conditions mentioned in the letter of appointment

Name:

Date:

Signature:

Place:

## **Annexure 1**

### **Pay & Benefits**

- **Compensation Breakup** - The break up of your annual compensation and benefits details are set out in Annexure 2.
- **Flexible Benefit Plan** - You will be eligible to receive benefits up to the maximum amount mentioned in your compensation breakup. This allows you the freedom to structure your compensation.
- **Provident Fund** - You will participate in the Provident Fund Scheme as per the provisions of “The Employees Provident Fund and Miscellaneous Provisions Act, 1952”. Company will contribute 12% of your basic salary every month as per the provisions of the said act.
- **Gratuity** - Will be payable in line with the statutory provisions & company policy guidelines, upon separation from the Company.
- **Insurance** - You will be covered by the Group Medical, Personal Accident and Life Insurance Schemes of the Company.
- **Transportation** - Will be provided as per Company policy.

## Annexure – 2

### Compensation Break-up

<b>Name:</b>	<b>Narendra Patidar</b>	
<b>Position:</b>	<b>Principal Software Engineer</b>	<b>WL: 1</b>

<b>Salary Components</b>	<b>Monthly( ₹ )</b>	<b>Annual( ₹ )</b>
Basic Salary	30,188	362,250
House Rent Allowance(HRA)	12,075	144,900
Conveyance Allowance	800	9,600
Medical Allowance	1,250	15,000
Leave Travel Allowance(LTA)	3,773	45,281
Special Allowance	34,542	414,499
Company Contribution to PF	3,622	43,470
<b>Total Fixed Pay</b>	<b>86,250</b>	<b>1,035,000</b>
<b>Variable Pay</b>	<b>9,583</b>	<b>115,000</b>
<b>Total Pay</b>	<b>95,833</b>	<b>1,150,000</b>
Gratuity	1,452	17,424
Insurance Premium	1,211	14,537
<b>Total CTC</b>	<b>98,497</b>	<b>1,181,961</b>

**Note:**

1. Your Fixed Compensation is ₹ 1,035,000/- and Variable Compensation is ₹ 115,000/- per annum.
2. Variable Compensation is 10% of “**Total Pay**” for WL 1.
3. You are entitled to all the other benefits as per the company policy as applicable to your current work level effective **24-Mar-14**.
4. Allowances such as Medical, LTA and HRA are paid as monthly salary components and are subject to taxation laws and regulations as applicable in India. Meal voucher is a benefit available at your work level as a part of the Flexi Benefit Plan, to which the Special Allowance can be allocated.
5. The amounts included for Gratuity and Insurance Premium are a notional representation.