



28th-September-19

Rajeev Kumar Pal
Gram Bataparu,
Rasulabad, Kanpur Dehat
Uttar Pradesh- 209306

Sub: - Offer cum Appointment Letter

Dear Mr. Rajeev Kumar Pal ,

This has reference to the interview and discussion you had with us recently. We are pleased to offer you the position of '**Senior Software Engineer**' in IT department based at **Noida** Location.

You are also requested to bring the documents (as detailed in Annexure A) at the time of joining.

Your appointment is subject to your being medically fit and verification of the information provided in your Curriculum Vitae to the satisfaction of the Company. You are required to join on **10th November 2019** subject to submission of all the required documents. In the event of you don't join by the required date, this offer shall stand withdrawn and cancelled automatically, unless the date of joining has been mutually agreed in writing.

By accepting this Letter, you hereby authorize and grant your consent to the company and its consultants/authorized agents to conduct your background screening and do the verification of all the information provided in your Curriculum Vitae and other documents. Further, any decision made by the company on finding of the said background screening / verification, shall be final and binding upon you.

The terms and conditions of your service shall be as below.

1. APPOINTMENT

- a. You will be on probation for a period of **Six (6) Months** from the date of commencement of services, which may further be extended at the discretion of the Company. At the end of the probationary period, depending upon your conduct, commitment and performance at work based on assessment by the management, the Company will confirm your appointment in writing. Unless so confirmed in writing, you will continue to be on probation.
- b. During the period of probation, including any extension thereof, your services are terminable by giving **30 days' notice** in writing by either side with or without assigning any reason whatsoever.

2. PLACE OF WORK

- a. Your present posting is at **Noida** Office, within India.
- b. During the employment, at the sole discretion of the Management, you may be posted, transferred, loan to or deputed to any of the Establishments, Departments, Business or Operations of the Company, Bureau Veritas Group Company, Sister Concerns, Associate Companies, Corporate Body or Firms, Subsidiaries, Trusts, Society or Association whatsoever with which the company
- c. may have any official connection in India or abroad and will be governed by the service rules in force from time to time at the place of your posting

d. SALARY, EMOLUMENTS AND BENEFITS

- a. You will receive Salary, Allowances and Benefits specially outlined in **Annexure B** to this letter and will be governed by the rules of the Company and applicable law.
- b. You shall not be entitled to any payment, remuneration, compensation, benefit or perquisite other than that expressly provided for herein and/or as per the Company guidelines and policies.
- c. All payments are subject to statutory deductions as per the prevailing Laws and Company Rules.
- d. You are eligible to avail leave facility according to the Company rules and/or statutory provisions as may be in force from time to time. It is clarified that in the event you cease to be in service for any reason whatsoever prior to the eligibility, you shall not be entitled to foregoing.
- e. In the event of the Company requires to pay any allowance or benefit on account of statutory or legal enactment, the Company reserves the right to adjust and set off the same against equivalent level of benefit or allowance (nomenclature may vary) or gross remuneration payable to you.

e. SERVICE RULES

- a. You shall abide by the Company's policies, rules and regulations that are in force and s applicable as per location of posting, employee grade, statutory provisions and/or Company policies in force from time to time as the case may be. You will also abide by such rules, regulations, orders, directives and instructions as the Company may frame from time to time governing the terms of employment, conditions of service, working conditions, pay and allowances etc.





- b. The Company shall be free to amend alter, introduce, modify any existing policies/ new policies from time to time. In the event of any inconsistency or repugnancy between he provisions contained in the company policies, rules & regulation and terms of your Appointment letter, the provisions contained in the Company's policies, rules and regulations would prevail."
- c. You shall abide by Bureau Veritas Safety Guidelines, as prescribed in Quality, Health and Safety Management Systems Manual as applicable and relevant to your job.

f. SOLE AND EXCLUSIVE OCCUPATION

During your employment you shall devote your whole time exclusively to the duties of the Company and shall not engage yourself directly or indirectly, without the prior consent in writing of the Company, with or without remuneration in any trade, business, occupation, service or calling which is similar or substantially similar to that carried on by the Company nor shall undertake any activity which are contrary to or inconsistent either with your duties and obligations or with the Company's interest.

g. ETHICS & LOYALTY

- a. You shall abide by Bureau Veritas Code of Ethics while performing the jobs entrusted to you. You are required to carefully read, understand and implement its provisions, as applicable to you. Accordingly, as an employee of the Company you should not have any personal interests which might conflict with the interests of the Company.
- b. As an employee of the Company you must devote all your working time to the Company and shall during the continuance of your employment faithfully and diligently serve the Company. Personal affairs should be conducted in such a manner that will not conflict with the interests of the Company in any manner that would jeopardize the employee's loyalty towards the Company.
- c. As an employee of the Company you will not accept any appointment as an employee, consultant, Director or any other similar position unless you have obtained the authorization of the Managing Director of the Company. Within limits compatible with the above defined principle of loyalty, the acceptance of an appointment as an employee, consultant, Director or any other similar position of a non-profit or charitable organization or in professional, cultural or sports associations may be authorized by the management on your application in writing requesting for the same.



h. CONFLICT OF INTEREST

As an employee of the Company you shall not acquire, directly or indirectly, any interest in any supplier or competitors of the Company. This provision shall include and apply to the spouse, children (being minors), and parents of the employee, and / or to any other person living with you. The word "supplier" shall mean any concern, corporation or organization, regardless of its legal form, with which the Company has business relations of any type whatsoever.

i. NON SOLICITATION AND NON- COMPETE

During your employment with the Company and 6 (six) months after the separation from the Company, you shall not, directly or indirectly, a.) Be employed by or operate a business competing with any business of the Company; b.) Market or render any products or services competitive with those provided by the Company; c.) Solicit or attempt to solicit any Business from any clients or customers of the Company; d.) Induce or attempt to induce any person to leave the employment of the Company or disclose any information related to the Employees of the Company; e.) Hire or retain any former employee of the Company who has left the employment of the company within one year prior to such hiring or retention.

j. CONFIDENTIALITY

- a. You shall not either during your engagement with the company and thereafter, divulge to any person whatsoever any formulae, processes, methods, compositions, ideas or any other information including computer data & licensed software concerning the business and affairs of the company or any of its dealings, transactions etc. which come to your knowledge during the course of your employment, or use any of the same for your own benefit or family members or competitors of the Company.
- b. You shall fully respect and be obliged to comply with the Non Disclosure Agreement executed between the Company and its client whereby you may have access of client information by virtue of your job requirement, as the case may be, during your employment and thereafter.
- c. This provision shall continue to apply after the severance of service with the company for whatsoever reasons and shall cease to apply only with respect to information or knowledge which may come into the public domain without fault of the employee.
- d. On severance of employment with the Company, you shall not divulge to any person any confidential business information of the Company. The Company reserves the right to assess the damage/loss suffered due to disclosure of the Company's policies, technology, business strategies, commercial information pertaining to business, customers and vendors, etc. by you and such assessed amount determined by the Company shall be final

and binding on you. You are, therefore, liable to pay the amount, as assessed by the Company or shall be adjusted against your settlement of dues, if any.

k. INTELLECTUAL PROPERTY

- a. Any document (including designs, drawings, photographs, plans, computer programs or systems, and records) written, made, devised or acquired by you in the course of your
- b. Employment hereunder shall be the property of the Company. To the extent required, you shall assign any and all intellectual property rights to any of the above documents and Agree to execute any instrument, which may be required to give effect to such assignment.
- c. Upon termination of your services from the Company, you shall remit to the Company any of the above- mentioned documents, as well as any other property of the Company, such as keys, badge, mobile telephone, laptop, car, data-card, etc.
- d. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.

l. UNDERTAKING

As the Employee you represent, warrant and agree that there is no agreement or service condition arising from your previous employment that would restrain, inhibit or prohibit you from taking up employment with the company. Recognizing the importance to the Company of the said representation, warranty and agreement, you agree to and hereby does indemnify and hold harmless at all times the Company from any loss, damage, cost, expense or injury suffered or incurred by it or to which it may be exposed as a result of any breach by the aforesaid representation, warranty and agreement and/ or as a result of any inaccuracy, incompleteness or misstatement therein or falsity thereof or of any part thereof.

m. DISCLOSURE OF INFORMATION

- a. This appointment is subject to confirmation only on submission of proof of your date of birth, as well as Certificates, testimonials in support of your qualifications and experience.
- b. It is understood that our decision to appoint you is based on information, personal & professional, given by you in the application and during the time of the interview you had with us. If, at a later date, the information is found to be incorrect, your employment is liable to be terminated, without any notice or salary in lieu of notice.



n. TRAINING AND EDUCATION

During the period of employment with the Company you may be required to undergo training and/or higher education in India or abroad at the Company's expense for up-gradation of technical/functional knowledge and competence for the organization benefit, business purpose & better client services.

You will diligently and beneficially, take part in such training assignment(s). In such event, you will continue to serve the Company after completion of such training, for a minimum period as stipulated by the Company in the Training/Education Agreement signed and accepted by you. In the event of any violation of the said condition by you, you shall indemnify and keep the Company indemnified for the recovery of the sum(s), equivalent to the costs of the Training/Education fee(s), travel, accommodation, other incidental, administrative charges, etc., so incurred by the Company in connection with your Training/Education. In case you are unable to pay or fail to pay the said sum to the Company, you agree and authorize the Company to recover, deduct or adjust the said sum(s) from your Salary/terminal dues and other legitimate dues payable to you. The Company reserves the right to withhold/retain the original Training/Education certification of all the trainings undergone by you and sponsored by the Company during your employment with us in case of violation of terms and conditions of Training/Education Agreement.

o. ETIQUETTES & HYGIENE

You shall observe utmost discipline in the premises where you will be working and observe high safety standards. You shall not waste time in chit-chatting with co-employees or talking on mobile phones, reading or any other activities, wasting time without doing work. You shall wear clean and neat dress code during working hours. You shall observe good hygiene in your place of work, i.e. cleanliness around you, prohibition from usage of **tobacco, alcohol or consuming any intoxicated items**. You shall attend to work as per the company timings and give utmost attention in your work. You are hereby informed that in case any of the lapses observed by the management of the Company, disciplinary action will be taken against you.

p. UPDATING OF RECORD

You are expected to keep yourself updated in relevant professional/technical knowledge and to qualify yourself for such competence as may be required by the company from time to time. You shall intimate in writing to the management any change of address within a week



from change of the same, failing which any communication sent to your last recorded address shall be deemed to have been served on you.

q. MEDICAL FITNESS

Your appointment is subject to pre and/or post-employment medical check-up carried out by the Company's appointed Doctor. If you are found medically unfit, your appointment shall stand cancelled automatically. During the tenure of service in case you are found to be medically unfit to perform your normal duties, your services are liable to be terminated after being examined by the Company appointed Doctor.

r. NOTICE PERIOD

On probation period your services are liable to be terminated by giving **1 Month** notice in writing by either side or payment of 1 Month Gross salary in lieu of such notice period. On confirmation your employment is liable to be terminated by giving **3 Month's** notice in writing by either side or by payment of **3 Months** Gross salary in lieu of such notice period.

However, notwithstanding anything to the contrary contained herein, the Company shall be entitled to terminate your services forthwith without any notice or payment of Gross Salary in lieu of such notice period in case of any misconduct or neglect of duty or incompetence in the discharge of duty, indulging in moral turpitude on your part or conviction of any criminal case or for the breach of any of the terms, conditions and stipulations contained herein. During the notice period, as it meant for, you shall ensure timely completion of jobs already undertaken, handing over ongoing jobs, smooth transition of job/assignment and handing over the charge. Provided, however, the Company may at its sole discretion relieve you from the services of the Company at any time during the notice period and you will be payable. Your salary only up to the last working day by waiving off balance notice period without any notice pay compensation. Notwithstanding anything to the contrary, the Company shall have its absolute discretion to relieve you any time before expiry of the notice period, on such terms as may be decided by the Company. The Company shall be free to hold back the full and final settlement or any amount as the Company may deem necessary and reasonable, in the event the above notice compliance is not adequately met by you. Any leave availed by you while serving the notice period will automatically extend your notice period equivalent to the period of leave availed.

s. DISCIPLINE

- a. The Company shall have the right to summarily and without notice to terminate your services, should you be guilty of any misconduct or breach of any of your terms of employment or commit any act which in the sole opinion of the company is or is likely to be detrimental to its interest or subversive of discipline or is inconsistent with your contract of employment expressed or implied.



- b. Your employment may be terminated forthwith without prior notice or compensation in lieu of that, if you shall at any time:
 - i. Be in breach of Company's Code of Ethics
 - ii. Be in breach of this employment contract
 - iii. Apply to be adjudicated as insolvent; or
 - iv. Be adjudged an insolvent; or
 - v. Be convicted by a Court of any offence involving moral turpitude and are sentenced in respect thereof; or indulge in grave misconduct, insubordination or indiscipline.
 - vi. If you remain absent from work without authorization or reasonable explanation, for more than seven consecutive days, it will be presumed as gross misconduct and have abandoned your responsibilities

t. RETIREMENT

- a. The normal age of your retirement is **58 years**. Accordingly, it is a condition of the employment that you will automatically retire on attaining the age of 60 years and that no further notice whatsoever to you will be necessary in this regard.
- b. Notwithstanding anything to the contrary herein contained the Company shall be at liberty, but not bound, to extend at its absolute discretion your retirement beyond 60 year.

u. BREACH OF CONTRACT AND JURISDICTION

Any act on your part which may adversely affect the Company's interests may lead to the immediate termination of your services and the company reserves the right to proceed against you under the law of the land.

- a. In the event that any provision herein shall be determined to be void or unenforceable in whole or in partly by reason of the area, duration or type or scope of matter covered by the said provision then the said provision shall be given effect to in the reduced form as may be decided by any court of competent jurisdiction.
- b. Your employment contract and all terms are governed from the Corporate Office of the Company at Mumbai. Therefore, in the event of any dispute / differences relating to this appointment or termination thereof, the Jurisdiction will be of the courts in **Delhi**

v. GENERAL

- w. You will not disclose or discuss your compensation package with any other employee, vendor, customer or business associate. Any deviation from maintaining confidentiality on your part would be viewed seriously and could lead to disciplinary action.





- a. You may be required to undertake travel on Company's work as and when required. In case of travel on Company Business, you will be entitled to reimbursement of such travel expense/ allowances as per the Company's policies.
- b. You will immediately upon your acquiring the knowledge, inform the Company of any act of dishonestly and/or any action prejudicial to the interest of The Company on the part of any other employee of the Company.
- c. The Company shall have the right to amend or modify any of the above terms and conditions of the service and the same shall be automatically be binding on you from such date(s) as may be decided by the Company

You are requested to make a careful note of the various terms and conditions of employment, which will be binding on you and the Company.

Kindly return to us the enclosed duplicate copy of this letter of appointment duly signed by you in token of your confirmation and acceptance of the above terms and conditions.

Wishing you all the best and success in the discharge of your responsibilities.

Yours faithfully,

For Bureau Veritas Consumer Products Services India Pvt. Limited,

Anand Prakash
Head – HR & Administration

Enclosure: Annexure: A - Documents required
Annexure: B - Statement of Salary package & Benefits
Annexure: C - Job Description

I hereby accept the above-mentioned terms and conditions of employment, which have been carefully read and fully understood by me. The original of this letter is received by me.

Name:-

Signature & Date:

ANNEXURE A
Documents Required

1.	Copy of Aadhaar & Pan card.
2.	Relieving & Experience certificate of last company.
3.	Proof of last salary drawn and experience certificate(s) of all your previous experience(s)
4.	Attested copy of your testimonials and six (6) copies of latest passport size photographs.
5.	Documents of proof of residence.
6.	Form 16 (Income Tax) from previous employer.
7.	Name, permanent address, phone number of 2 persons, who know you personally from last 1 year.



Annexure: B
Statement of Salary package & Benefits

Annexure I			
A) Monthly Components		Annual	Monthly
Basic		3,60,000	30,000
HRA		1,80,000	15,000
Special Allowance		2,27,484	18,957
Total (A)		7,67,484	63,957
B) Annual Reimbursements			
Performance Incentive (at Management discretion)		72,000	6,000
Total (B)		72,000	6,000
(A +B)		8,39,484	69,957
C) Retirement Benefit			
ESI		-	-
PF		43,200	3,600
Gratuity		17,316	1,443
Total (C)		60,516	5,043
Grand Total		9,00,000	75,000

Ex-Gratia/Variable pay/Performance incentive or performance bonus shall be paid at the sole discretion of the management. The amount of Ex- Gratia for the each year shall be as the amount declared/approved by the management for that period. Ex-Gratia/Variable pay/Performance incentive or performance bonus payment shall be paid to those employees whose names are there on the rolls of the company on the day of disbursements of Ex-Gratia/Variable pay/Performance incentive or performance bonus payment.



Annexure: C

Job Description

Job Title: Senior Software Engineer

Backup To: Senior Software Engineer

Division/Section: CPS – IT

Report To: Project Lead

Department: CPS IT

Location: Noida

Roles & Responsibility:-

- Independently handle the development of Web Based Java Applications
- Perform impact analysis for the tasks assigned.
- Provide production support meeting the defined SLAs.
- Provide daily status and update work log.

Required Skills:-

- At least 4 years of experience in application development (Java Web/Enterprise)
- Good understanding of OO techniques.
- Experience with architecture and design of complex industrial applications.
- Good core Java, JavaScript, JQuery and Spring & JDBC.
- Handsome knowledge of full stack development.
- Ability to define requirements and work in a concept to design model.
- Good Communication & Interpersonal skills.

