

Ref. No.: MCPL/APPT/01/2018

Date: 1st Oct, 2018

To

Mr. Amit Kumar Sarangi,
C/o. Chandra Sekhar Sarangi
Mob: 9861838053, 9439595385

Subject: Offer of Appointment

Dear **Amit Kumar**,

With reference to your application and your subsequent selection in the personal interview, **Minesware Consultants Pvt. Ltd. (MCPL)** is pleased to appoint you as **Software Developer** with immediate effect. Currently you will be paid **Rs. 15,000/- p.m. (Rupees Fifteen thousand only)** as **CTC (Cost to Company)** for first 6 months during your probation period. After confirmation your **CTC (Cost to Company)** would be **Rs. 21,000/- p.m. (Rupees Twenty One thousand only)**. Also there will be a bond of working with MCPL for at least **1 year**, failing which you will be debarred from getting relieving letter and experience certificate.

We are confident that you will put your best efforts and live up to the confidence bestowed on you and contribute with diligence and creativity to enhance your professional growth.

The salient features of your appointment are discussed below:

- i. Initially you will be posted at Bhubaneswar. However you may be required to travel to client site as and when required in the interest of the Company.
- ii. These terms of association will be periodically reviewed and are expected to change from time to time.
- iii. You are required to abide by the rules and regulations of MCPL, code of conduct, service rules and other such regulations during your tenure at MCPL.
- iv. It is expected of you not to divulge to any person(s) any kind of information that pertains to the intellectual property / trade secrets of MCPL for which you are required to sign a Non Disclosure and Non Compete Agreement details.
- v. You are expected to refrain from using the business relationships that you will develop during your tenure at MCPL and for a time frame of 12 months from the date of separation for any commercially profitable activities for yourself or for any other organization; directly or indirectly without explicit written permission from the authorized signatories of MCPL. Also, you will be barred for a timeframe of 12 months

from the date of separation, from carrying out business activities either as an individual or as a representative / employee of any other organization that will, directly or indirectly have a conflict of interest with MCPL - particularly using those business relationships (including clients) which you have developed during your stay at MCPL. To this end you are required to sign a Non Compete Agreement (NCA).

- vi. On joining MCPL, you are required to produce your original certificates for verification in support of your qualifications, date of birth, experience and references along with a photocopy of such certificates. You will be discharged of your services if any discrepancy is found in the authentication of the documents provided by you.
- vii. In order to indicate your acceptance of this offer, please sign the duplicate of this letter.
- viii. You shall have to submit the filled in document to MCPL (for their record) regarding your contact details.

We, at MCPL wish to work mutually and enriching our relationship.

With best regards,

For Minesware Consultants Pvt. Ltd.
Plot No-513/2185, Kanan Vihar – II, Patia
Bhubaneswar – 751031

I hereby accept this job along with the terms and conditions mentioned in this letter

Signature:_____

Name: _____

Date: _____

TERMS OF ASSOCIATION

I) JOB DESCRIPTION :

- Technical
 - Programming and related design, testing and documentation
- Implementation
 - Installation, general usage, process and documentation of the software.
 - Collection of other data in excel that we can migrate directly from front-end (As and when required)
 - Collection of other data in excel that we can migrate from back-end (As and when required)
 - Initial front-end configuration for module to get operational
 - User Training and hand-holding including training plan
 - Sign-off of modules implemented
 - Ongoing project monitoring and tracking
 - Preparing module implementation plan
 - Maintaining project MIS
 - Updating Implementation & Issue tracker
- Process Adherence
 - Adherence to the organizational quality processes as and when decided by the company
- Others
 - As may be decided by the company from time to time.

II) GEOGRAPHICAL AREA AND REPORTING :

You will be based at Bhubaneswar but you may need to travel from time to time, based on company's requirements. You will be reporting to Mr. Smruti Ranjan Bastia for performance review of project delivery activities of **MCPL**.

III) REMUNERATION :

Your Fixed Cost to Company (CTC) would be Rs.15,000/- (Rupees Fifteen thousand only) per month during probation period and will be confirmed after 6 months from the date of joining, with CTC of Rs. 21,000/- (Rupees Twenty One Thousand) .

RULES AND REGULATIONS

I) APPOINTMENT:

Your appointment is subject to the submission of a signed photocopy of the appointment letter along with its annexure to the office.

II) DISCHARGE OR REVERSION OF DUTIES (EARLY SEVERANCE) :

Considering the amount of efforts that has been spent on you for developing you professionally, you are expected to serve MCPL for a period of minimum 1 year failing which you will be debarred from receiving any release letter and experience letter.

III) NOTICE PERIOD BEFORE LEAVING THE COMPANY:

You are free to leave the organization by giving a notice of two months in advance. In the event of leaving the organization without two months' notice, you will be required to pay the organization a sum equal to two months salary as drawn by you at the time of leaving.

This sum will be over and above any payments against any penalties / losses / liabilities that are incurred by you during the time of your separation.

IV) CODE OF CONDUCT:

You are expected to demonstrate appropriate and professional behavior during work period. In cases of any kind of misconduct like misbehaving with their colleagues, destruction of the organizational property, not maintaining the official hours, using abusive language/behavior, breaching socially acceptable behavioral norms may attract penal action.

V) CONTACT DURING TRAVEL:

You are required to keep the organization informed about any change in your whereabouts when in Bhubaneswar / at their base locations or when you are out of station, i.e. by leaving a valid contact number, alternate email id, address etc where you can be contacted.

VI) OTHER ASSIGNMENTS:

If you are involved in any other assignment outside the purview of MCPL you are required to do so after informing to MCPL and also keeping in mind the interest of the organization.

VII) MAINTENANCE OF CONFIDENTIALITY:

You are not expected to make public or publish any document(s), artifacts or any other information containing official information, which you may be in possession of in your

official capacity. Strict action will be taken against you if found doing so. For this you also need to sign the Non-Disclosure Agreement contained in Annexure III.

VIII) LEAVE AND ATTENDANCE:

You should obey the attendance rules as laid down in the attendance policy and are entitled to leaves as per the leave policy of the organization. You are encouraged to make yourself conversant with the rules and procedures soon after joining the organization. The Leave and Attendance related things will be e-mailed to your official id after you join.

Undue absence from the work place without any prior information or a valid reason in support of your absence will make you liable for disciplinary action.

IX) CHANGES IN TERMS AND CONDITIONS :

The organization reserves the right to change the terms of association from time to time whenever considered appropriate. Any change in the terms and conditions applicable to your job will be notified in writing to you at the appropriate time.

X) INTEREST OF THE ORGANIZATION :

You should maintain absolute integrity and dedication towards the organization, thereby directing all your efforts sincerely to promote the interest of the organization.

EMPLOYEE NON-DISCLOSURE AGREEMENT

For good consideration of being employed by **M/s. Minesware Consultants Pvt. Ltd.** the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employment there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
 - a) Technical information: Methods, processes, codes, systems, techniques, machines, computer programs and research projects.
 - b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or plans.
2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for others, or myself or disclose or divulge to others including future employees, any trade secrets, confidential information, intellectual property or any other proprietary data of the Company in violation of this agreement.
3. That upon the termination of my employment from the Company:
 - a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employment. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
 - b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
 - c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this _____ day of _____, 20____.

Employer

Employee

EMPLOYEE NON-COMPETE AGREEMENT

In consideration of my being employed by **M/s. Minesware Consultants Pvt. Ltd.**, I, _____ (the undersigned), hereby agree that upon the termination of my employment and notwithstanding the cause of termination, I shall not compete with the business of the Company or its successors or assigns and shall not directly or indirectly, as an owner, officer, director, employee, consultant, or stockholder, engage in the business similar or competitive to the business of the Company.

This non-compete agreement shall extend globally and shall be in full force and effect for 1 year, commencing with the date of employment termination.

Signed on this _____ day of _____, 20__.

Employer

Employee