

Offer: BUSINESS PROCESS SERVICES

Ref: TCSL/954532/TCS - New Delhi/BPS/BSPA

Date: 23-Jun-2016

Mr. Asavani Kumar Gali No 2, Nya Baas, Sec 15, Noida #NoValueDefined Noida, Uttar Pradesh, India

Dear Mr. Asavani Kumar,

Sub: Letter of Offer and Terms of Employment

We thank you for exploring career opportunities with **Tata Consultancy Services Ltd.(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

We are suitably impressed with your credentials and feel that your working with us will be mutually beneficial and rewarding. We are pleased to inform you that you have been selected for the position of Senior Process Associate in Grade BPO2 and your present posting will be at TCS - New Delhi. Your Gross Salary / Annual Compensation Package including all benefits will be Rs. 2,50,000/- per annum. Annexure 1 provides a break-up of the compensation package.

Kindly confirm your acceptance of this offer by proposing your date of joining and signing Annexure 2.

Your failure to accept the offer of the company within 7 days may lead to a presumption that you are not interested in working in the company and the offer will stand revoked automatically at the sole discretion of the company.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by the company. Joining formalities include a submission of a PAN Card and non-submission of the same will delay your joining duty. The offer of employment is also subject to the individual being eligible and legally permissible to work such as having a valid work permit or not being disqualified from being appointed by any law.

If the requirements of the joining formalities including submission of PAN Card are not complied with by you within 30 days of your date of joining, this offer of employment would stand revoke at the sole discretion of the company.



COMPENSATION AND BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary:

Your Basic Salary will be Rs. 6,900/- per month.

Bouquet of Benefits (BoB)

Bouquet of Benefits (BoB) offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per pre-defined structure. However, you may want to split the Bouquet of Benefits amount between the components as per your tax plan. To design your Bouquet of Benefits, you may access the link for BoB in the "Global Employee Self Service" (GESS) on "Ultimatix", the internal portal of TCS.

Taxation will be governed by the Income Tax rules. The Company will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance

Your HRA will be Rs. 2,760/- per month.

While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA

2. Conveyance Allowance

You will be eligible to a conveyance allowance of Rs. 800/- per month.

3. Sundry Medical Reimbursement

You will be eligible for reimbursement of sundry medical expenses incurred by you for you and your family. You are eligible for **Rs. 4,800/-** per annum or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail tax benefit you may submit medical bills for the same at the end of each calendar quarter. At the end of the financial year, the unavailed amount will be taxable.

4. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to 8.33% of basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary.

To avail income tax benefits, you need to apply for a minimum of 3 days of leave and submit supporting travel documents.

5. Food Coupons

You will be eligible for food coupons of Rs. 2,500/- per month.



6. Personal Allowance

You will be eligible for a monthly personal allowance of **Rs. 3,683/-** per month. This component is subject to review and may change as per the company's compensation policy.

Night Shift Allowance

TCSL has agreed to provide its clients 24 X 7 production support environment. Shift working is therefore an incident and condition of service. Failure, refusal or inability to work in the night shift without reasonable cause may lead to severance of employment.

Employee assigned to night shifts on client request in the BPO department, would be eligible for a Night Shift Allowance of Rs. **200**/- per shift. In order to avail this allowance the associate must work between 11.30p.m. and 6.30 a.m. IST excluding break. All approved claims will be paid post tax deduction along with monthly salary.

Variable Allowance (VA)

Performance Pay

You will receive a monthly performance pay of **Rs. 1,300**/-. The same will be reviewed on completion of your first Anniversary with the organisation and will undergo a change basis your own ongoing individual performance.

This Pay / Allowance shall be treated as productivity bonus in lieu of statutory profit bonus. The organization reserves the right to review or discontinue any/all provision(s) of Variable Allowance in case of movement into / out of a process in which it applies.

CITY ALLOWANCE

You will be eligible for a City Allowance of **Rs. 380/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS).

HIS offers the following benefits:

- Basic Cover
 - 1. Entitlement Includes domiciliary expenses up to Rs. 5,000/- per insured person and hospitalisation expenses up to Rs. 95,000/- per insured person.
 - 2. Premium Basic premium for self, spouse and first two children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children (over and above the first two children), the applicable premium per insured person is to be borne by you.
- 2. Higher Hospitalisation



Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- 1. Entitlement You and your enrolled dependents will be entitled for Rs.7,00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- 2. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Note: The above Health Insurance Scheme is subject to revision.

SOCIAL SECURITY / RETIRALS BENEFITS

1. Provident Fund:

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act.

You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer or your PF and/or Pension account number with previous employer on the Declaration Form (Form 9) at the time of joining TCSL so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

2. Employees' Pension Scheme:

Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:

You will be eligible to gratuity in accordance with the rules applicable.

The company will consider the number of years of service completed for the purpose of calculation of gratuity

TERMS OF EMPLOYMENT

1. Relevant Experience:

Of your total experience, .92 years are considered to be relevant to the company's business.

2. Probation Period:

You will be on probation for 3 Months.

If your services are found to be satisfactory during the period of probation, your confirmation will be communicated to you in writing upon successful completion of your probation period.

3. Working Hours:

You may be required to work in shifts and/or in extended working hours, as permitted by law.

4. Leave:



You will be eligible for leave as per the Company's Leave Policy.

5. Mobility:

The Company reserves the right to transfer/utilise your services at its sole discretion at any of its offices, work sites, or associate or affiliate companies, firms in India or outside India which are currently in existence or which may likely to come into existence anywhere in India or abroad, on the terms and conditions as applicable to you at the time of transfer. In case you refuse to join duty at the transferred location within stipulated period, your services are liable to be terminated. This is without prejudice to the company's right to take disciplinary action under the Industrial Employment Standing Orders Act, 1946.

6. Increments and Promotions:

Your merit, performance and contribution to the company will be one of the most important consideration for salary increments and promotions. Salary increments and promotions will be based on the company's Compensation and Promotion policy. Increments shall not be automatic and shall depend on several factors like company's performance, your individual performance and contribution to the organization, attendance, behaviour and conduct during the period under review as per the Company's policy as may be applicable from time to time.

7. Alternate Employment:

As a whole-time associate of TCSL, you are not permitted to undertake any other employment, business, assume any public office or private office, honorary or remunerative, without the prior written permission of TCSL.

8. Confidentiality Agreement:

As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of the company and its clients.

9. International Deputation Agreement:

You are required to sign the Master International Deputation Agreement (MIDA), which requires you to serve TCSL for a minimum of 90 days, on completion of every overseas deputation that exceeds 30 days. MIDA is a one-time agreement, applicable for the entire tenure of employment with the company.

This is to ensure that the knowledge and information gained by you during your deputation is shared and available to the company and its employees in India. This transfer of knowledge and information is essential for the company to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve the company for a minimum period of 90 days on completion of each such training.

10. TATA Code of Conduct:

You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

11. Retirement:

You will retire from the services of the Company on completion of 60 years of age as per the proof of age submitted by you at the time of joining. .



12. Medical Tests:

You are required to undergo a pre-employment medical check-up and obtain a fitness certificate from the company's doctor. This is a pre-condition for employment. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute's photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of employment. The opinion of the doctor appointed by the company shall be final and binding on both parties. The company also reserves the right to get yourself examined by a doctor at any time during your employment to ascertain your medical fitness. Your failure, refusal or inability to appear for such medical examination will result in the determination of your employment contract without any notice or notice pay in lieu of notice.

Your services are liable to be terminated / determined on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

13. Notice Period:

During the first 3 Months of employment with **TCSL**, you may terminate this contract of employment by giving 30 days' notice to the Management.

In case your performance, behavior and / or conduct during the probation period is found unsatisfactory/incompatible, TCSL reserves the right to terminate your employment without any notice or notice pay in lieu of notice.

On completion of 3 Months, this contract of employment is terminable by you by giving 90 days' notice in writing to **TCSL**. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, **TCSL** may relieve you any time during the period of notice at its sole discretion.

On completion of 3 Months, this contract of employment may be terminated by **TCSL** by giving you 90 days' notice or payment in lieu thereof.

Notwithstanding the above, this contract of employment may be terminated by the company without any notice or notice pay, in the event your performance / behavior and/or conduct during the period of probation is found to be unsatisfactory / incompatible.

Your failure to comply with this clause will entail monetary payment of damages to **TCSL** as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of **TCSL**

14. Background Check:

Your employment will be subject to a background check in line with the company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

The offer of employment is subject to the condition that the person concerned has not been



guilty or convicted for any criminal offence in the past.

If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of service without notice.

15. Submission of Documents:

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Experience certificate from your previous employer(s) indicating the following:
 - 1. Period of employment
 - 2. Technology areas you worked on
 - 3. Certificates for any training provided by your previous employers in various technologies
- a. Release letter from your current employer indicating the date of release
- b. Passport
- c. 6 photographs passport size
- d. A photocopy of your Permanent Account Number (PAN) Card
- e. An affidavit / notarised undertaking that there is no criminal offence registered/pending against you

Your original documents will be returned to you after verification

16. Letter of Appointment:

You will be issued a letter of appointment at the time of your joining and completing joining formalities as per the company's policy.

17. Terms and Conditions:

The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

18. Employment in India:

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL.

19. Rules and Regulations of the Company:



Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of the company as applicable to you and the changes therein from time to time.

20. Compliance to all clauses

You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and /or condition would entitle TCS in withdrawing this offer letter at its sole discretion.



We look forward to having you in our global team.

Yours Sincerely,

For Tata Consultancy Services Ltd..

Encl: Annexure 1: Benefits Gross Salary Sheet Annexure 2: Acceptance



GROSS SALARY SHEET

Annexure 1

Name	Mr. Asavani Kumar		
Designation	Senior Process Associate		
Grade	BPO2	Relevant Experience (In Years)	.92

Table 1: Compensation Details: (All Components are in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	6,900	82,800
Bouquet of Benefits #	10,718	1,28,621
2) Variable Compensation		
Monthly Variable Pay	1,300	15,600
3) City Allowance	380	4,560
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund (at 12% of Basic Salary)	828	9,936
Gratuity Fund (at 4.81% of Basic Salary)	332	3,983
Total of Annual Components & Retirals	1,160	18,419
TOTAL GROSS	20,458	2,50,000

[#] Refer to Table 2 for TCSL defined Structure

Table 2:TCSL defined structure for BoB (All Components in \mbox{Rs})

In case, you wish not to opt for the BoB, Defined Structure as given in Table 2 will be applicable.

Component Category	Monthly	Annual
House Rent Allowance	2,760	33,120
Conveyance Allowance	800	9,600
Leave Travel Allowance	575	6,900
Sundry Medical Reimbursement	400	4,800
Food Coupons	2,500	30,000
Personal Allowance	3,683	44,201
GROSS BOUQUET OF BENEFITS	10,718	1,28,621



GROSS SALARY SHEET

Annexure 2

Name	Mr. Asavani Kumar		
Designation	Senior Process Associate		
Grade	BPO2	Relevant Experience (In Years)	.92

Table 1: Compensation Details: (All Components are in Rs)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	6,900	82,800
Bouquet of Benefits #	10,718	1,28,621
2) Variable Compensation		
Monthly Variable Pay	1,300	15,600
3) City Allowance	380	4,560
4) Annual Components/Retirals		
Health Insurance	NA	4,500
Provident Fund (at 12% of Basic Salary)	828	9,936
Gratuity Fund (at 4.81% of Basic Salary)	332	3,983
Total of Annual Components & Retirals	1,160	18,419
TOTAL GROSS	20,458	2,50,000

[#] Refer to Table 2 for TCSL defined Structure

Table 2:TCSL defined structure for BoB (All Components in Rs)

In case, you wish not to opt for the BoB, Defined Structure as given in Table 2 will be applicable.

Component Category	Monthly	Annual
House Rent Allowance	2,760	33,120
Conveyance Allowance	800	9,600
Leave Travel Allowance	575	6,900
Sundry Medical Reimbursement	400	4,800
Food Coupons	2,500	30,000
Personal Allowance	3,683	44,201
GROSS BOUQUET OF BENEFITS	10,718	1,28,621

Please complete and return this Sheet to the TCSL HR executive, within 7 days of receiving this offer.		
This is to confirm that I have received the Letter of Offer on	I hereby accept this Offer and intend to join service or	
Name : Mr. Asavani Kumar		
Address:		
Signature:		
Date :		