



**29.06.2021**

**Dear Mr. Donagiri Sai Krishna**

We are pleased to appoint you in our company for the position of **Software Developer** your date of Joining will be on or before **05.07.2021**. Your total cost to Company (CTC) will be **Rs. 6, 00,000/- (Six Lakhs Only)**.

We commit you a long term career with our company and look forward to our long term relationship with you and your family.

In order to your confirmation, submit the documents as required in the Annexure I (checklist) and sign all the documents.

If you have any queries, please feel free to contact us.

**With Best Wishes,**

**Yours truly,**



**Sudheer Kumar S**

**CEO**

**GapBridge Software service Pvt Ltd,**



**29.06.2021**

**To,**

**Mr. Donagiri Sai Krishna**

S/O Shiva Rajam, 5-2-80, Bhudhwar Pet, Nirmal, Adilabad, Telangana-504106

[saidon419@gmail.com](mailto:saidon419@gmail.com)

+91 9550238564

We are pleased to offer you an appointment in our company on the following terms and conditions:

**1) APPOINTMENT:**

- 1.1. You will be appointed in the position of **Software Developer** and your date of joining will be on or before **05.07.2021**.
- 1.2. This appointment shall take effect from the date you join duty.
- 1.3. You will be based in **Bangalore**. During your employment with the company, you will be liable to be transferred or deputed to any of the office/ department/ manufacturing unit of the company/ Associate/Subsidiary/Group Companies whether existing or to be set up, whether in the same town/city or regular duty/shift duty or anywhere in India or abroad on the same or similar terms and conditions of employment.
- 1.4. You may be required to be deputed at any of our client's site at any location, in India or abroad. While on deputation at any client's site, you shall observe and abide by the rules of discipline applicable at the client's work place including other norms, policies and maintain decorum.
- 1.5. On joining you shall report to the Consulting Head and in his absence any other person nominated by him.
- 1.6. Your employment with the company is subject to your providing documentary proof of your last drawn salary, copy of Pan Card, relieving and experience letters from all previous employer, Offer letter, appointment letter & Salary Slips, Three passport size photographs, educational qualifications and work testimonials if any, Last 6 Months Bank Statement and is also subject to your furnishing an undertaking that you are not subject to any contractual restrictions.
- 1.7. If required, we would ask you to appear for your physical or mental test prior to taking up the employment in our company before any of the qualified registered medical practitioners nominated by our company and thereafter as and when required. Costs of such medical check-up will be borne by our company.
- 1.8. Back Ground Verification: The Company reserves the right to verify the information furnished by you in your application for employment and through other documents. If it is found that you have misrepresented any information in your application for employment or have furnished any false information or have concealed / suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.



## **2) REMUNERATION:**

- 2.1 Your total cost to company (CTC) will be **Rs. 6, 00,000/- (Six Lakhs Only)**. Your salary composition and other details are listed in the Employment Agreement annexed to this letter.
- 2.2 Salaries, facilities and other sums payable under this appointment are subject to the provisions of Income Tax Act, 1961 relating to deduction of tax at source or any other tax applicable in relation to your employment with us, and all payments made to you by us shall be subject to statutory provisions in force from time to time.
- 2.3 You will be covered by the Employees Provident Fund Act, 1952 and Payment of Gratuity Act, as and when they are made applicable to our company or any such voluntary Scheme of Provident Fund as may be introduced by the Company.
- 2.4 You shall present your claims for reimbursement of actual expenses with due diligence and supported by documentary evidence wherever possible and in case of any query, the onus of explaining/ justifying the expenses would rest with you only and no liability whatsoever would be taken up by the company.
- 2.5 As per the Company policy, employees are required to undergo medical check on request at authorized medical centres and submit a duly certified copy of the medical certificate.
- 2.6 The company shall have the right to vary, amend and modify any item of the pay packet without adversely affecting the total emoluments.

## **3) UN-AUTHORIZED ABSENCE:**

Any absence for 3 consecutive business days without prior permission will be treated as un- authorized absence from the work. In such a case, the Company is entitled to terminate your services and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

## **4) NO-SHOW:**

Failure to report at the specified office on the reporting date shall be deemed as "No-Show". In such an event, the offer stands cancelled, and you shall be liable to pay one month's salary as penalty to the company for the loss suffered by the company.

## **5) DUTIES:**

- 5.1 You shall use your best energies and abilities on a full time basis to perform at locations designated by the company and including customer offices, the employment duties and responsibilities assigned to you by the company from time to time.
- 5.2 You shall not without the prior consent of the company engage directly or indirectly in any other business, occupation or activity during or after duty normal working hours which could or right reasonable be considered by the company to impair or affect the ability of the employee to act in the best interest of the company.
- 5.3 During your employment you shall not directly or indirectly usurp any corporate opportunities or otherwise engage in any conduct adverse to the best interests of the company.



- 5.4 We are customer driven company. Being a part of it, you shall endeavor to complete all the projects, entrusted to you, with utmost customer orientation. Correspondingly, you shall not leave any project mid-way, without prior substantial notice period of at least Two months.
- 5.5 You are required not to divulge, communicate or pass on any information in any form related to any aspect of the company to anyone not employed by the company.
- 5.6 You are required to strictly maintain the secrecy of and not divulge or communicate in any manner, any information regarding your remuneration/ terms of employment to any employee of the company except your immediate superior. Any such disclosure will be treated as a serious case or indiscipline and will also amount to breach of the terms of employment.
- 5.7 You are required to deal with the company's money, material and documents with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude or dishonesty in dealing with the company's money or material or documents or of theft or of misappropriation regardless of the value involved, your services will be liable for termination with immediate effect, without prejudice to the rights of the company to take appropriate legal proceedings against you at your costs and risks for the loss, if any, caused to the company.
- 5.8 During the period of twelve months immediately succeeding the termination of your employment for whatever reason, you will not directly or indirectly and without company's prior written consent: -
- a) Provide any Datastage Developering, consulting or programming services to any person, firm, company or company who shall at any time prior to the termination of your employment have been a customer or client of the company or end-user or any customer or client of the company for which or for whose benefit you provided services during your employment, or
  - b) Solicit or entice away or attempt to solicit or entice away from the company any person, firm, company or end-user of any customer or client of the company for which or for whose benefit you provided services during your employment, or
  - c) Solicit or entice away or attempt to solicit or entice away from The Company any person who is an officer, or manager or Employee of the Company whether or not such person would commit breach of his contract of employment by reason of leaving such employment.

## **6) SERVICE COMMITMENT:**

The employee undertakes to serve the company or any of its associated affiliated companies to which he/she may be transferred. The employee undertakes to give Two months of notice. And he/she agrees not to take employment with any other person, firm or economy during this Two months of notice period. The employee is giving this undertaking in consideration of the considerable expenditure incurred by the company on his/her training on developing Employee's technical skills and consequently Employee's professional standing.



**6.1) TRAINING EMPLOYEMENT PROGRAM:**

- a) The Employee agrees that he or she will faithfully and to the best of their ability to carry out the training sessions communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times.
- b) Training Period: The first 15-20 days of employment constitutes a Training period. During the first month of the employment, the Employee is not eligible for paid time off or other benefits. During this time, the Employer also exercises the right to terminate employment on if unable to scale up for the given training /Unethical / Unprofessional / Performance ground at any time without advanced notice and on zero pay.
- c) You agree to indemnify us in respect of all damages, losses and expenses arising as a result of any action or claim that the Content or any other material posted to, linked to or sent from the GapBridge Online Training constitutes Inappropriate Content.
- d) Materials provided in the course that are intended for cascading training to others are protected by copyright. If these materials are amended by you for use in training others calls for unethical activity unless given explicit permission by us in writing.

**e) OVERSEAS DEPUTAION COMMITMENT:**

- 7.1 In the event the company selects the Employee to work for its overseas deputation, the employee will be required to return to India after the deputation, and to serve the company for a minimum period of six months from the date He/She reports back in India.
- 7.2 In the event the company selects the Employee for a training course/ programs on an overseas deputation and the Employee chooses to go for this training course/program, the Employee will be required to serve the company for a minimum period of six months after completion of the overseas training.

**f) TERMINATION OF EMPLOYMENT:**

- 8.1 Your employment is liable to be terminated by giving Two Month notice.
- 8.2 However, the company has the right to terminate your employment without notice or payment in lieu thereafter in the following cases.
  - i) If in the opinion of the company you have committed any material breach of any of your duties and responsibilities herein contained.
  - ii) If you have been declared insolvent or bankrupt or are charged with any criminal offence which is prejudiced to the interest of the company.
  - iii) If the company is restricted from continuing to employ you by means of any other legal capability.
  - iv) If your previous employment experience or supporting documents submitted by you found not genuine.
  - v) Due to short closer of assignment or/and if company fails to get you new assignment or /and if the given assignment is reject by the you, then.
  - vi) Substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE.



- vii) You will be in trial for one week, if there will be rejection from customer or end costumer due to performance then you will be released without any prior information and no remuneration will be provided to you for the week.

**RULES NEED TO ABIDE UNDER TRAINING:**

- Intend to successfully complete the training program and stay in the target position for a period of time 6 months.
- Will take responsibility for gaining the skills required for the target position, participate in ongoing planning and evaluation of your training plan, actively participate in completing your appraisals and setting your objectives, discuss and resolve problems with your trainer as they arise
- Understand that lack of success at any stage of the training program, or lack of acceptance into a required course due to an inability to meet the minimum program requirements will be reason for termination from the position;
- If you are assigned under training employment program, it refers minimum 6 months of employment with organisation / project location will be considered employment experience else termed as zero experience with no certification. And any deviation will attract compensatory loss bearing the training cost.

**8.3 Your work will be monitored by your assigned manager/client and assessment will be on the grounds of technical capability, personal behavior, soft skills etc. If any of these are not met by the individual within first 30days employer will hold the right to terminate the employment of the individual on the said grounds without any prior notice and without any pay for the said period.**

8.4 Upon your retirement/resignation or the termination of your employment by the Company, however, the termination may occur, you will promptly return to the Company all documents, computers, items provided to you by the company for your personal/official use, files, notes, lists, computer disks, recordings, print-outs, drawings, and the like (including, without limitation, any materials reflecting or containing Confidential Information) that are in your possession or under your control and that relate to the operation and business of the Company. You shall not be entitled to retain any duplicates or summarize of or notes on any of the foregoing. You shall reimburse the company for all losses if the forgoing properties are list or damages.

8.5 In the event you resign without giving the requisite Two Month notice or successful completion of any ongoing assignment, whichever is later and without prejudice to, and in addition to, any other rights or remedies of the company, and in consideration of the time expenses and effort to be considered expended by the company or advertise for and seek a suitable candidate to undertake your duties and complete the project/job on hand, as well as the damages which the company may be liable to pay to the company's client, you shall pay the same amount of damages to the company as liquidated damages.

8.6 In the event you resign without giving the requisite Two Month notice or successful completion of any ongoing assignment, whichever is later and without prejudice to, and in addition to, any other rights or remedies of the company, and in consideration . Failing to serve notice you have to buy the same in lieu to your notice period.



g) **CHANGE OF ADDRESS:**

Any change of residential address should be intimated to the department head in writing within 3 days from the date of such change. Your address as indicated shall be the correct address for sending all communications to you unless otherwise intimated in writing by you. Communications addressed to you at the above address shall deem to have been duly served.

h) **CODE OF CONDUCT:**

During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its Client's values and commitments.

Any or all of the terms and conditions pertaining to your services with the Company may be modified or changed at the Company's discretion. In the event any terms/conditions are changed, the same shall be informed to you in writing.

**11) BACKGROUND CHECK:**

The company reserves the right to verify the information furnished by you in your application for employment and through other document. If it is found that you have misrepresented any information in your application for employment or have furnished false information or have concealed / suppressed any relevant material facts, your service are liable to be terminated any time, without any notice or compensation in lieu thereof.

**12) CONFIDENTIALITY & NON DISCLOSURE:**

You hereby acknowledge that by the reason of your services with the Company you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media and other information sources ("Confidential Material") and such Confidential Material constitutes the property of the Company and/or its clients, enables the Company and/or its clients to compete successfully in business and was acquired or created by the Company and/or its clients at substantial expense. In consideration of your services and the above disclosures, you agree that:

You will disclose to the Company all information, inventions, discoveries, products, systems, programs, documentation including improvements or modifications ("Proprietary Material"), relating to the Company and its clients which you acquired or developed during the term of your services with the Company and that such Proprietary Material is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours, at the Company facilities, or with the Company property or personnel. You will not disclose any such Proprietary Material to any unauthorized person during or after the completion of services with the Company.

You will not remove from the Company premises and/or the premises of its clients any Confidential Material, except in the performance of your duties. Upon termination of your services or when called upon by the Company, you will surrender all such Confidential Material together with any other the Company property that have been provided to him/her by the Company and/or its clients.

You agree to comply with a supplementary agreement, when issued, between the Company and a client regarding privacy and confidentiality. Such agreement will be incorporated into



this Agreement by reference, including improvements or modification. "Proprietary Material" relating to the Company and its clients which you acquired or developed during the term of your services with the Company and its client is the sole property of the Company or its clients, regardless of whether or not its acquisition or development occurred during work hours.

### **13) RETIREMENT:**

You will be retired from service on attaining age of 60 years or earlier in case you are found physically/mentally unfit to work any longer or for continued ill-health as certified by the medical officer/medical practitioner nominated by the company.

### **14) JURISDICTION:**

All terms and conditions of employment framed from time to time by the company will be applicable to you, and you will strictly adhere to them. This contract is subject to the laws of India and shall be subject to jurisdiction of the competent court at Bangalore.

On behalf of the company, I welcome you to **Gapbridge Software Services Pvt. Limited.** In token of your acceptance of your appointment under the above terms and conditions, you are requested to sign the duplicate copy of this letter and return the same to us within 7 days from the date of receipt of the appointment letter indicating your intended date of joining.

Looking forward to your having along a happy career with us.

### **15) LEAVE POLICY:**

- i) An employee will be entitled to 12 Holidays a year. 3 national holidays (Jan 26th, August 15th and Oct 2nd) and rest 9 days decided by the company/Client.
- ii) An Employee will be entitled to 12 working days Paid Leave in a calendar year.
- iii) Leaves taken, if uninformed, will be calculated first as paid leave (if the employee has got leave quota left for the quarter/year) or as unpaid leave. An employee can decide how does he/she want his/her leave to be processed as.
- iv) All leaves – unpaid and paid - needs prior approval from the manager. Leave sanctioning authority has the full discretion to refuse, revoke or curtail the leave when required.
- v) All Employees are required to submit a leave application to his/her Manager at least 3 days before he/she intends to take leave except in the case of emergencies.
- vi) In case of emergencies, the manager must be informed as early as possible. All leaves, other than emergencies, informed without sufficient notice will be considered as Un-Paid Leave and will be recorded as 'Absent without Notice'.





**16) Group Mediciam Insurance:**

You are eligible to enroll in company's Group Mediciam Insurance Policy.  
The annual premium as applicable will be deducted from your salary.

Looking forward to your having along a happy career with us.

**For GapBridge Software Services Pvt Ltd**



**Authorized Signature**

I, accept the offer of employment subject to the above terms and conditions.

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**Mr. Donagiri Sai Krishna**



**Annexure: 1: CHECK LIST OF DOCUMENTS:**

**Check List of Documents to be submitted on the joining day with GAPBRIDGE SOFTWARE SERVICES PVT. LTD.**

- 1) 4 Passport size photographs.
- 2) Payslip for last 3 months for all Past Employers.
- 3) Offer Letter /Appointment Letter of all past Employers.
- 4) Acceptance of Resignation / Relieving Letter from previous employer.
- 5) Full and final settlement voucher from previous employers.
- 6) Tax computation for the year '2018-19'
- 7) Passport with ECNR stamped.
- 8) Copy of PAN Card.
- 9) Proof of Date of Birth.
- 10) Proof of educational Qualifications from 10th Standard onwards.
- 11) Photocopy of degree certificate.
- 12) Copy of degree mark sheet.
- 13) Copy of experience certificates.
- 14) ID Proof - PP or Voter's ID.

Please confirm if you have an ICICI bank account – if not please do the necessary formalities for opening the bank account at the time of joining



**Annexure: 2:**

**SALARY BREAK-UP SHEET:**

**Employee Name: Mr. Donagiri Sai Krishna**

**Designation: Software Developer**

Your individual compensation is strictly between yourself and the Company. It has been determined based on various factors such as your job, skills, specific background and professional merit. This information and any changes therein should be treated as personal and confidential.

**Your total CTC will be Rs.6, 00,000/-** and its composition will be as follows:

<b>CTC Composition</b>	<b>Monthly Pay (Rs.)</b>	<b>Annual Pay (Rs.)</b>
Basic Salary (A)	20,000.00	240,000.00
HRA (B)	8,000.00	96,000.00
Conveyance Allowance(C)	1,600.00	19,200.00
Project Allowance (D)	17,350.00	208,200.00
Medical Allowances	1,250.00	15,000.00
<b>Gross</b>	<b>48,200.00</b>	<b>578,400.00</b>
Provident Fund(employer)	1,800.00	21,600.00
<b>CTC</b>	<b>50,000.00</b>	<b>600,000.00</b>
<b>Deduction</b>		
PF(Emp)	1,800.00	21,600.00
PT	200.00	2,400.00
Income TAX	(As applicable)	(As applicable)
<b>Total</b>	<b>2,000.00</b>	<b>24,000.00</b>
<b>Net Take Home</b>	<b>46,200.00</b>	<b>554,400.00</b>

- 1) Your Notice period would be 2 months.
- 2) Appointment letter shall be given to you on joining the company.
- 3) Salary will be processed on submission of your approved time sheet from concern Project Manager. And approved timesheet should reach us on or before 3rd of every month.
- 5) Project and Other allowance will not be paid when you are out of assignment or project.
- 6) Bonus will be given based upon your performance, post successful Completion of 9 months.
- 7) The monthly pay slips will be made available electronically.
- 8) Salary will be disbursed on receipt of your PAN card number.

**NOTE:**

**Please review the offer made to you and kindly indicate your acceptance by signing the same and returning photocopies to the below address**