



Genius Consultants Ltd.

Office:

Metro House, 5th floor D/5, Sahid Nagar, Bhubaneswar
- 751007, ODISHA, INDIA, CIN No.:
U74140WB1993PLC059586
Ph.: 0674-2541784
Email: enquiry@geniusconsultant.com
Web.: www.geniusconsultant.com

10/19/2021

SWAGAT KUMAR DASH

**SHALAPADA, HATICHAPAL, KEONJHAR, ODISHA
-758020**

TEMPORARY CONTRACTUAL APPOINTMENT LETTER

Dear SWAGAT KUMAR DASH,

With reference to your application and subsequent interview with us, the management is pleased to appoint you on temporary contractual assignment as **SOFTWARE DEVELOPER**. Please note that the agreement terms contained in this letter are subject to Company policy.

1. JOINING

- Your date of joining is effective from **05 Oct 2021**.
- That your agreement will be further subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your joining.
- That this contractual agreement will automatically come to an end with the closing hours **04 Oct 2022**.
- That the company being engaged in the business of outsourcing manpower services, you will be detailed and deputed to our client **M/s RECHARGEKIT COMMUNICATIONS PRIVATE LIMITED at BHUBANESWAR** as intimated earlier, to discharge your duties/services.
- You will follow the duty hours of our Client where you will be deputed. Your attendance will be maintained by the Reporting Officer of the client, which needs to be mandatorily sent to the contact person at GENIUS within the cut-off date as mutually agreed for pay-roll processing.
- You will be entitled to Leave & Holidays in a year as notified by Client where you are deputed.
- That your agreement will be further subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your joining.
- That the company shall have absolute right and discretion to shift and / or transfer you from one Location and / or Office / Premises to another.
- That you will continue in the assignment subject to your medical fitness.
- You will be required to submit within seven days of joining duly filled up PF, ESI, and Bank forms provided to you along with photographs and a medical fitness certificate wherever applicable. Failing to do so may result in delay in processing your statutes and GENIUS will not be responsible in any way for such delay.
- Address of Communication for the purpose of Service of Notice or any other Official Communication shall be **swagatdash07@gmail.com** and/or you may call at **(033) 66075888** (tollfree no.).
- The company reserves the right to have your background verified directly or through an outside agency. If on such verification it is found that you have furnished wrong information or concealed any material information your services are liable to be terminated.

2. AMOUNT PAYABLE & OTHER BENEFITS

- **GROSS AMOUNT will be payable as per attached Annexure-A**
- You will be eligible for PF, ESI as per Statutory Norms.
- Your salary would be Transferred to your Bank A/C opened by us, However till such time the bank A/C is opened your salary
- Would be paid to you via an Account Payee Cheque in your name.
- **You Can View Your Monthly Pay slips And Other Details From Our Site:**

URL: <http://www.geniusconsultant.com/AEMLogin.aspx>

3. RESPONSIBILITIES

- You will discharge your duties diligently and faithfully and to the entire satisfaction of the clients.
- You shall at all times maintain absolute integrity and devotion to duty and conduct yourself in a manner conducive to the best interest, credit and prestige of the Company.

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- You shall not, at any time, work against the interests of the Management and do anything, which is unbecoming of an outsourced person.
- You shall at all times devote your time and attention exclusively to the business and interests of the Company and to the best of your skill carry out your duties and shall punctually attend to your duties at the place(s) where you are asked to serve.
- You shall not directly or indirectly engage yourself in any other profession, or business or enter the services of or be employed for any part of your time by any other person whatsoever without the written permission of the management.
- That no right, much less a legal right, shall vest in you to claim employment or otherwise seek absorption in the establishment where you are deputed to provide services by the company nor shall you have the right whatsoever to claim the benefit and / or emoluments that may be permissible or paid to the employees of the said Client.

4. CONFLICTS OF INTEREST

- That you shall at all times diligently and faithfully serve the company and shall devote your whole time and attention exclusively to the business and interests of the company and to the best of your skill carry out your duties and shall punctually attend to your duties at the place(s) where you are asked to serve.
- You shall not directly or indirectly engage yourself in any other profession, studies or business or enter the services of or be employed for any part of your time by any other person whatsoever without the written permission of the management. You shall hold yourself in readiness to perform any duties required of you by your superiors to the best of your ability. Any breach of this order shall be punishable in accordance with your ability. Any breach of this order shall be punishable in accordance with your terms.

5. CONFIDENTIALITY

- In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality policy of the Company.
- That during the continuance of your term or six months thereafter, you shall not at any time, without the consent of the Client in writing, divulge, or make known any trust, accounts, matter or transaction undertaken or handled by the Client and shall not disclose to any person, firm or company such secrets or confidential information relating to the affairs of the Client.

6. NON-DISCLOSURE AGREEMENT

- You will not make copies of any Confidential Information or any part without the permission of Genius Consultants Ltd. in writing.
- You will not disclose any Confidential Information or any part to others for any purpose without written consent of Genius Consultants Ltd.
- You will return Confidential Information and any copies thereof to Genius Consultants Ltd at the time of termination of your contractual employment.
- Notwithstanding the foregoing, you may disclose Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that you obtain prior written permission for such disclosure from Genius Consultants Ltd. and take reasonable precautions in obtaining an order protecting the Confidential Information from public disclosure.
- Any breach of this Agreement may cause Genius Consultants Ltd. substantial, irreparable and irrevocable damage and therefore, in the event of such breach, Genius Consultants Ltd. shall be entitled to specific performance and other injunctive relief, in addition to such other remedies as may be afforded by applicable law.

Any violation of these norms of behaviors shall constitute a misconduct for which the Management shall be competent to take disciplinary action against you. The disciplinary proceedings will be taken against you as per Disciplinary Rules and Law in this behalf.



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7. INDEMNITY

That you shall indemnify, defend and hold harmless the company and its officers, directors, clients and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses, arising before and after completion of Services, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with your activities during the tenure of Services with the company.

8. GENERAL

The Contract stands cancelled and revoked if you do not report to duty within 3 days from the date of joining & your act will be construed as deemed and implied rejection of the offer of employment from your side; hence no obligation would arise on the part of the company in lieu of such Contractual Assignment issued.

It may clearly be understood that this understanding of assignment and compensation with you will automatically become null and void in case of the services rendered being terminated by the client of Genius due to unforeseen/business reasons, since Genius is in the business of outsourcing.

During the tenure of your service you will obey the instructions of your Superiors and the Management. Company reserves the right to take appropriate action against you in case any kind of misbehavior or misconduct is being found on your part

In case any misappropriation, fraudulence, theft and /or criminal activity committed by you, The Management reserves the right to terminate you immediately and initiate necessary proceeding.

9. NOTICE PERIOD

This agreement contract is terminable, without reasons, by either party giving 30 days' notice during the outsourced period. The Management reserves the right to pay or recover compensation in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.

10. DISPUTE RESOLUTION

For any query, issue in log in or any other reason, you may either email to swagatdash07@gmail.com and/or call at our toll free number (033) 66075888

If you are agreeable to the aforesaid terms and conditions, please return the duplicate copy of this letter with your signature thereon, signifying your acceptance thereof.

We sincerely hope that your close collaboration with our organization will be beneficial to both of us.

For GENIUS CONSULTANTS LTD.



Authorized Signatory

I have understood the terms and conditions of this agreement and the implications thereof. I hereby accept the aforesaid terms and conditions and agree to abide by the same.

Name :

Date & Time :

Place :

Signature :

ANNEXURE-A		
RECHARGEKIT COMMUNICATIONS PRIVATE LIMITED		
Name	SWAGAT KUMAR DASH	
Date Of Joining	05 Oct 2021	
Department	FSS	
Designation	SOFTWARE DEVELOPER	
Location	BHUBANESWAR	
PARTICULARS	MONTHLY	YEARLY
BASIC	15000.00	180000.00
HRA	263.50	3162.00
MONTHLY BONUS	1250.00	15000.00
GROSS SALARY	16513.50	198162.00
PF(Employee Cont.:12%)	1800.00	21600.00
ESI(Employee Cont.:.75%)	124.00	1488.00
PT	125.00	1500.00
LWF(Employee Cont.)	10.00	120.00
TOTAL DEDUCTIONS	2059.00	24708.00
NET SALARY	14454.50	173454.00
Other Benefits		
PF(Employer Cont.:13%)	1950.00	23400.00
ESI(Employer Cont.:3.25%)	537.00	6444.00
LWF(Employer Cont.)	20.00	240.00
TOTAL CTC	19020.50	228246.00

DISCLAIMER

To whomsoever it may Concern

I, **SWAGAT KUMAR DASH** s/o, w/o, d/o **BRAHMESWAR DASH** r/o **BHUBANESWAR**, hereby given my consent to use my signature in all statutory forms and any other compliance documents/COC used by employer related to my employment. I also confirm that the signatures provided by me are best matched to my original signatures. Also, in consent to my details being shared with any Govt. Agency/Bank/Client/Background verification Partners.

RECHARGEKIT COMMUNICATIONS PRIVATE LIMITED

Associate Name