

15/07/2021

Appointment for post of Web Developer

Dear Swapnali Rajendra Amberkar ACC4042

We are pleased to offer you, the position of **Web Developer** with Accenture on the following terms and conditions:

Commencement of contract

Your contract period will be effective, as of **19/07/2021**

Contract Period

You will be on contract for a period of 12 months which may be extended or confirmed in writing after a satisfactory assessment of your performance based on the Performance Measurement System (PMS) of evaluation.

Compensation Details

Your salary and other benefits will be as set out in Annexure 1, hereto. Your monthly CTC will be Rs **17000.00**

Place of posting

You will be posted at **Mumbai**. You may however be required to work at any place of business which the Company has, or may later acquire. You may be redeployed to any other process of the client at any point of time within the duration of your employment.

Company Assets

You will always maintain in good condition company assets such as ID cards, access cards, laptops, etc. which may be entrusted to you for official use during the course of your employment and shall return all such assets to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

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Borrowing/accepting gifts

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

Leave Policy

You will be entitled to leave as per law in force and as laid down in the Standing Orders of the company. The company follows strict time schedule and late comings are discouraged, unless otherwise notified by you in advance. Late marks will be accorded to you for every late entry with one day of absence counted for every three late marks.

You are eligible for 1.75 leaves (SL+PL+CL) per month. Every Year from January onwards fresh leaves will start accumulating in the leave account.

Termination

Your appointment can be terminated by the Company, without any reason, by giving you **15 days'** prior notice in writing or salary in lieu thereof.

You may terminate your employment with the Company, without any cause, by **30 days'** prior notice or salary for unsaved period, left after adjustment of pending leaves, as on date.

The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.

On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

Confidential Information

During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of I.

You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and

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information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

At no time, will you remove any Confidential Information from the office without permission.

Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.

Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.

Intellectual Property Right

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of Kolkata & is therefore subjected to West Bengal Jurisdiction only.

Adherence to compliance rules for ESI and PF

As per compliance rules, you are not permitted to have multiple ESI or PF numbers/accounts. In case you have any prior ESI or PF number/account, it is your responsibility to submit proof of the same at the time of submission of documents. In case the same is not submitted, we will assume you are not registered under ESI and PF and we would be initiating the registration processes if applicable. Also, as per ESI rules, you cannot add as beneficiaries family members drawing a salary of more than 5000



per month. For registering any of your family members under ESI, we would be needing a declaration stating that the family member has a salary less than Rs. 5000 per month.

Appointment in Good Faith

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

Acceptance of our offer

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Please confirm your acceptance of Employment Offer by signing and returning the duplicate copy.

We welcome you, and look forward to receiving your acceptance and to working with you.

Yours Sincerely,



Authorized Signatory

2COMS Consulting Pvt. Ltd.

Date: **15/07/2021**

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ANNEXURE 1

	Monthly	Quartely	Annual
Basic	9900		118800
HRA	4051		48612
Other Allowances	0		0
Monthly Stat Bonus	1050	0	12600
GROSS	15001	0	180012
PF	1188		14256
PF Admin	99		1188
ESI	488	0	5856
WCA	0		0
Insurance	225		2700
Total	2000	0	24000
CTC	17000	0	204012
PF	1188		14256
ESI	113	0	1356
Ptax	200	0	2400
Total	1501	0	18012
Net In Hand	13500	0	162000

N.B.: Salary payout date is 3rd working day of the month.



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