10 July 2023
EMP ID: ACE171684
To,
Mr. M Rakesh Chandran
Bangalore

Subject: Fixed Term Appointment Contract

Dear M Rakesh Chandran,

This has reference to your application and subsequent interview you had with us **"Office Administrator"** we are pleased to depute you on Fixed Term Appointment Contract for various activities at site of our client company**.** The terms and conditions of the same are as follows:

1: The said contract shall be for a specific period from **10 July 2023 to 09 July 2024**. You will report at specified site of our client company latest by the date of commencement of the said contract. Your contract will deem to be commenced from the date of your reporting at site of our client.

2: During the period of your said contract with us, you will be responsible to carry out all site activities advised/instructed by your superior or us.

3: You shall discharge and perform duties as entrusted to you and you will exercise such powers as vested with you from time to time by us or on behalf of the client company and shall be responsible for all your actions to us as well as the company.

4: You shall not during your contract period and thereafter divulge or disclose to any person other than that of the company of any information or knowledge obtained by you during the said period as to the business or affairs of the company or its method or as to any trade secret process of the company and you shall use your best endeavor to prevent any other person from doing same.

5: If at any point of time during the tenure of said contract, you are found guilty for dishonesty, disorderly behavior, negligence, indiscipline or violation of one or more terms of said fixed term contract, the same will be terminated without any prior notice. The decision of our management in this regard will be treated as final in all respects.

6: You shall be responsible for successfully completion for all activities, duties and jobs assigned to you by us or by our client company within stipulated time frame conveyed to you orally or in expressed form. The non-completion of the same shall be treated as non-performance and you shall be liable for suitable action against you including termination of the said contract without any prior notice in this regard.

7: Your absence for more than 10 days (including leave applied for, which is not granted or when you overstay more than 10 days) without any notice or intimation to us, the same would entail automatic loss of your lien on the job/post and it will be construed that you have voluntarily abandoned your services and your said contract will deemed to be terminated.

8: In consideration of the service s rendered by you we shall pay you remuneration as per details provided in enclosed Annexure – I.

9: During the period of your said contract, you shall be eligible for a total of 2 days Earned Leave per month on pro-rata basis for the period of service rendered and you are not eligible for any other leave except weekly-off or paid holidays as observed by our client company at their respective sites and as applicable to you.

10: Your contractual engagement with us, if not terminated earlier, shall stand automatically terminated at the end of the aforesaid period of such contract. After the end of the period of contractual engagement as mentioned above, we shall be under no obligation to offer you an employment or pay any remuneration on termination/cessation of said contract.

11: Your contract may be terminated by giving one month notice or compensation in lieu thereof by either side without assigning any reason whatsoever.

12: You will be covered under the Employees' Provident Fund and Miscellaneous Provisions Act,1952; Employees State Insurance Act,1948 or Employee Compensation Act,2010 (Formerly known as Workmen Compensation Act'1923) & rules there under.

13: You will be bound by the rules, regulations and office orders in force and framed by us from time to time in relation to your service conditions which will form part of your terms of said contract. You will be governed by "Code of Conduct "of business as prescribed by our client company during your tenure of said contract or deputation.

14: Your appointment is being made on the basis of your particulars such as qualifications experience, personal details etc. and in case any information as given by you, if found false or incorrect, your contractual appointment will deem to be void and liable for termination without any prior notice.

15: Any dispute arising between both the parties will be resolved as per the provisions of Indian Arbitration Act and rules there under. The jurisdiction of the same will be ***Bangalore.***

Please sign and return us the enclosed duplicate copy of this fixed term appointment contract, as a token of your acceptance of its term and conditions in to. We once again welcome you for enriching association with us.

Thanking you,

Yours faithfully,
For **Alp Consulting Limited.**



Name: Sapna Akash
Designation: Manager- HR Operations

Name: M Rakesh Chandran
Date:

Encl.: As above

Annexure – I
Break Up of CTC
And
Other Terms & Conditions

Alp Consulting Ltd			
11/2,KHR House, Palace Road Vasanthnagar, Bangalore – 560 052			
Statement of Salary			
Name : M Rakesh Chandran			
Earnings	**Rs.**	**Deductions**	**Rs.**
Basic	40000.00	PF	1800.00
HRA	16000.00	PT	200.00
Onsite Allowance	21217.00		
Gross - Total Earnings	77217.00	**Total Deductions**	2000.00
Net Pay	75217.00		
Employer PF	1950		
Total Employer	1950		
Monthly CTC	79167		
Annual CTC	950004		

*Tax as applicable

Note: Gratuity will be applicable in case of completing 5 years of service. If you resign from the service before completing 5 years then you are not eligible for the gratuity amount.

Other Terms & Conditions:

1. The remuneration is based on CTC concept. The same will be applicable from actual date of reporting.
2. The compensation will be paid against the receipt of duly approved attendance. The period of attendance will be from 21 of previous month to 20 of current month for administrative convenience.
3. The ESI benefit will be provided if the same is applicable, otherwise the benefits as per Employee Compensation Act, 2010(Formerly known as Workmen Compensation Act, 1923) will be provided.
4. You shall be additionally covered under Personal Accident Insurance Coverage as per our policy.
5. The earned leave will be calculated as per calendar year and the same will be applicable to you on pro-rata basis. Any excess leave / unauthorized absence availed will be treated as Leave without Pay and the salary for the same will be recovered from you.
6. The reimbursement of all expenses incurred by you for official purpose will be governed by policy of our company applicable to you from time to time.

For **Alp Consulting Limited**



Sapna Akash
Manager – HR Operations

Name: M Rakesh Chandran
Date:

10 July 2023
Emp ID: ACE171684

To,
Mr. M Rakesh Chandran
Bangalore

Deputation Letter

Further to clause 1 of your Fixed Term Appointment Contract, we are pleased to advice you that your services are being deputed to one of our clients, viz, **Momentive Performance Materials (India) Pvt Ltd Location: Bangalore (herein after called as Momentives)** with effect from **10 July 2023 till 09 July 2024.** The terms and conditions of your deputation will be as follows.

1. You will, with effect from **10 July 2023,** be required to work at our client office at the address mentioned above.
2. During the tenure of the deputation, you will continue to be an employee of Alp Consulting Limited.
3. You shall be bound to follow the working hours of **Momentive Performance Materials (India) Pvt Ltd.**
4. You shall also abide by any training that may be offered to you by **Momentive Performance Materials (India) Pvt Ltd.**
5. You shall take care not to disclose confidential information / trade secrets etc that you may come across in the course of your responsibility to anyone outside **Momentive Performance Materials (India) Pvt Ltd and** use such information only in connection with the service provided to **Momentive Performance Materials (India) Pvt Ltd**
6. You shall not engage in any act subversive of discipline in the course of your duty/ies in the property of **Momentive Performance Materials (India) Pvt Ltd Ltd** or outside, and if you were at any time found indulging in such act/s, we reserve the right to initiate disciplinary action as is deemed fit, against you.
7. You shall at no point of time stake any claim or right to claim employment, damage, loss of compensation of any sort whatsoever against **Momentive Performance Materials (India) Pvt Ltd.** This arrangement is purely a contractual agreement between **Alp Consulting Limited** and **Momentive Performance Materials (India) Pvt Ltd** for the time specified.
8. You shall be responsible for protecting the property of **Momentive Performance Materials (India) Pvt Ltd** entrusted to you in the due discharge of your duties and shall indemnify us when there is a loss of any kind to the said property.

All the other terms and conditions of your employment remain unchanged.
Please sign the duplicate copy of this Fixed Term Contract as a token of having read and acknowledge the contents and return it to us.

Yours truly,
For **Alp Consulting Limited**



Sapna Akash
Manager – HR Operations

I hereby accept the above-mentioned terms and conditions.

Name: