Ref. No.: HR/TB_9084551/2022-23

EMP NAME	:	TEJ PRAKASH BHARDWAJ
EMP. CODE	:	9084551
EMP. DEPT	:	GOVERNMENT SOLUTION DIVISION
DESIGNATION	:	PROJECT COORDINATOR
LOCATION	:	JAIPUR

Dear **MR. TEJ PRAKASH BHARDWAJ,**
MED KA PURA,POST KHERA JAMALPUR,TEH HINDAUN CITY,KHERA KHEDA KARAULI,RAJASTHAN
PIN- 322234

Further to our Offer Letter dated **December 23, 2022**, we are pleased to appoint you as **"PROJECT COORDINATOR"** in our organization with effect from **"January 02, 2023".**

Your remuneration break, allowances and perquisites applicable to your grade at present are detailed in the Annexure **B**. Your annual remuneration (Fixed & Variable) would be of **Rs.2,83,800 Lacs** per annum. The Variable pay component is payable as per approved Variable Compensation Plan of the company.

The Company provides Employee Benefits like Medical Insurance, Personal Accident Coverage, Term Insurance and Gratuity. There will be no additional payment due from the Company of any kind and all taxes on the income will be borne by you.

Your appointment will be governed by the general terms and conditions of the company as outlined in Annexure – **A**.

The information provided in this letter including your remuneration and other benefits are communicated in confidence and you are expected to guard the confidentiality of the same. Any violation will amount to a breach of your obligations under the CMS Code of Business Conduct.

Please provide your acceptance of the appointment letter by signing and returning the duplicate of this letter.

We look forward to a long and mutually rewarding association with you.

Thanking you,

Yours faithfully,

For CMS COMPUTERS LTD.

MANISHA KIRAN PATIL
Digitally signed by MANISHA KIRAN PATIL
Date: 2023.01.17 17:24:46 +05'30'

MANISHA PATIL
GM & Head - Human Resources & Administration

Read and Accepted the Terms & Conditions of Employment

Employee Name : _____

Employee Signature : _____

Date : _____

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Annexure "A"

EMPLOYEMENT TERMS AND CONDITIONS:

➢ **Duties and Responsibilities:**

- **Responsibilities:** You will perform your duties as assigned to you by your Reporting Senior and will do all incidental jobs connected with such duties.
- **Working Hours:** Your duty hours will be regulated from time to time purely at the discretion of the Company. Please refer to the company Intranet for working hour policy.
- **Leave:** You will be entitled to leave as per the Company Rules as may be issued from time to time.
- **Attendance:** If you remain absent for FIVE consecutive days without prior permission in writing or if you proceed on leave without sanction or over-stay the sanctioned leave for FIVE consecutive days without prior sanction from your reporting manager, your services shall automatically come to an end and it will be presumed that you have abandoned the employment of your own accord. Under such circumstances, the Company will terminate your services without any notice or intimation or any liability including outstanding dues to the company.
- **Posting & Transfer:** During the tenure your services are transferable to any department, branch office or establishment of the Company or its associates, subsidiaries, clients etc anywhere in India or abroad, in existence or in future.
- **Training:** The Company has the right to send you for further training as applicable.
- **Address:** Your address as given in the Application Form will be deemed to be correct for the purpose of sending any communication to you. In case of change in your address you will inform the Company in writing about the same within seven days. Any communication sent to your last recorded address would be deemed to have been duly served upon you.
- **Other Employment:** You will be a full time employee of the Company and will not engage yourself elsewhere directly or indirectly for any work either honorary or for remuneration without written permission in advance from your reporting senior and from HR. Both approvals are mandatory.
- You will not at any time during your employment divulge or make known any trusts, secrets, accounts or dealings of any nature relating to the Company's business.
- You will be responsible for safekeeping and return in good condition and order all property, documentation, data, product information, client information, pricing, employee details, strategic information and any other transactional data which may be in your use, custody and charge.
- You shall have no proprietary interest in any work product developed or used by you and arising out of your employment while performing services to the company. You shall, from time to time as may be requested by CMS, do all things which may be necessary to establish or document CMS's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

- If you wish to resign from the services of the company, you will need to provide 3 months' notice and serve the notice period. During the notice period, you will not be eligible to apply for any privilege leave.

- The management reserves the right to restructure, change the fixed / variable ratio, make changes to the basic salary and change your remuneration break-up at any time at its sole discretion. In all such cases your existing gross salary would be protected.

- **Performance Review:** The Performance Variable will be paid quarterly basis the Company's Variable Pay Plan and the goals set FY 22-23 in the PMS. Salary increments or promotions as applicable will be based on performance review and at the sole discretion of the Company.

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- In case you are found guilty of dishonesty, disobedience, disorderly behaviour, negligence, indiscipline, absent from duty without permission or any other conduct considered by the Company to be detrimental to Company's interests or violation of one or more terms of this letter, your services may be terminated without notice or compensation in lieu of notice.
- In case your services are terminated due to any reason mentioned above or you opt for voluntary resignation, then you shall not indulge in any commercial dealings whatsoever with any of the Company's clients or partners for a minimum period of two year (s) from date of separation.
- You will be responsible for regular checking of your official CMS mailbox and you need to do backup and archiving on regular basis of your mails. Otherwise, your mails will get deleted automatically for which the company will not be responsible.

Conflict of Interest and Non-Disclosure:

- While employed by CMS, you shall devote your full working time to the Company's affairs and shall faithfully and diligently serve Company's interests. You shall not accept any other employment, part-time or otherwise, or engage in any commercial business or pursuit on your own account or as an agent for others unless specifically approved in writing by CMS.

- You would also recognize and acknowledge that the systems, which CMS owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of CMS. You further recognize and acknowledge that in order to enable CMS to perform services for its clients, such clients or business partners may furnish to CMS confidential information concerning their business affairs, property, methods of operation or other data and that the goodwill afforded to CMS depends upon, among other things, CMS and its employees keeping such services and information confidential (collectively, including CMS systems and CMS client information, the "Confidential Information").

- You agree that, except as directed by CMS, you will not at any time, whether during or after your employment with CMS, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the CMS or otherwise coming into your possession or control without the prior written permission of CMS.

- You agree that this letter including the compensation details mentioned herein or any part thereof is a confidential subject matter and should not be discussed by you with any other employee except HR dept. before or during your employment with CMS.

Non-competition:

- You also agree that whilst you are an employee of the Company and for two year after termination of employment for any reason, you will not provide directly or indirectly as an employee, contractor or sub-contractor of any company, competitive products or services to Company clients or prospective clients with which you had any contact during your employment with the Company. You will not join direct competitors of company dealing in competitive products or services.

- "Competitive Products or Services" means assistance in delivering products, training, consultative support or solutions delivery which are in whole or in part derivative of the Company's proprietary or available products, marketing materials, training materials or final or interim work products or providing business consulting work substantially similar to the work which you have performed for those clients as a Company employee.

- "Any contact" means and includes but not limited to any one or more of the following levels of contact: involvement in a bid or contract proposal, or oral or written communications client or prospective client; or one on-site visit to the client or prospective client; or participation in interviews or orals with the client or prospective client; or identification as a key resource for the prospective or current client proposal.

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SIMPLIFYING LIFE

- **Non-Solicitation of Employees:**

  The Company values its employees and requires, fair protection from the loss of those employees. Both during Employee's employment with the Company and for a period of one year following the date of termination of your employment, for any reason, you shall not, directly or indirectly, solicit any other CMS employee to leave the Company's employment.

- **Jurisdiction:**

  Any dispute between yourself and the Company must be resolved mutually. In case, the dispute is not settled mutually then the same can be settled in the exclusive jurisdiction of the courts at Mumbai only

- **Settlement of Accounts:**

  On termination of your employment for whatsoever reason, you will immediately hand over all documents specifications, data or any other article or property of the Company or its client entrusted to you to enable the Company to settle your accounts in time. You will abide by the company rules and regulations applicable to you, which are in force from time to time. Non-compliance of any of the terms of appointment and Company rules will invite disciplinary action. In either case you will comply with the Separation Policy in force at the time of your resignation. The settlement of account will be done after completion of 90 days from your last day of working. Work experience certificate will be issued only on the completion of the notice period and properly handover of the work & assets.

The invalidity of any one or more of the aforesaid terms shall not affect the validity of the remaining terms of the letter and the same shall be fully enforceable.

All the information provided in this letter including your pay package and any other benefits are communicated to you are in confidence and you are expected to guard the confidentiality of the same. Any violation of the same will amount to a breach of your obligations under the CMS Code of Business Conduct.

For more information please log on to **www.cms.co.in** and employee portal **MyCMS.** For any further assistance, kindly call us on **022-4125 9041** or **022-4125 9084 or** Email us at **wecare@cms.co.in or hr_helpdesk@cms.co.in**

As a token of your acceptance of the above mentioned terms and conditions of your appointment, please sign and return the duplicate of this letter. We welcome you to CMS and wish you a successful career with us.

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Annexure "B"

REMUNERATION:

Emp Name : TEJ PRAKASH BHARDWAJ
Emp. Code : 9884551
Emp. Dept : GOVERNMENT SOLUTION DIVISION
Designation : PROJECT COORDINATOR
Location : JAIPUR

Annexure – A		
YEAR 2022-2023		
Candidate Name :	Tej Prakash Bhardwaj	
Designation	Project Coordinator	
Date of Joining	02.01.2023	
Reporting Manager	J.P.Walia	
Dept.	GSD	
Location	Jaipur	
	CMS Offer	
Components	Monthly	Total
A) Base Components		
Basic	7,095	85140
HRA	3,548	42570
Other Allowances	11,209	134,507
Total (A)	21,851	262,217
Provident Fund (Employer's Cont.) ##	922	11,068
Gratuity	341	4,095
Mediclaim (Self)	288	3456
Term Insurance	247	2964
ESIC (Employer's Cont.) ##	0	0
Statutory Bonus	0	0
Total (B)	1,799	21,583
Gross Fix	23,650	283,800
CTC	23,650	283,800

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- The payment of your gross salary will be subject to statutory deductions such as EPF, ESIC, PT, TDS etc or any other deductions subject to state and central laws applicable. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s). Company shall endeavour to inform you, via separate email communication, about any changes/ modification to statutory payment.

- **Employee's contribution towards PF will be made from the monthly salary as per the PF rule.**

- **ESIC/Medical:** You will be entitled to this benefit as per existing statutory rules and company policy.

- **Gratuity:** You will be entitled to Gratuity after completion of **5** years of continuous service as per Payment of Gratuity Act 1972.

- **Performance Variable:** Your performance variable pay mentioned in your CTC will be based purely on your performance in the agreed role and will be disbursed on quarterly basis under Variable Compensation Plan. The goals setting has to be done every year in the goals system on CDL.

- **Performance Review:** Performance reviews are held on yearly and mid-year basis in the month of **April** and **October,** based on your performance during the year and the goals set. All salary increments, promotions will be at the sole discretion of the Company subject to your overall performance.

The management reserves the right to restructure or change your remuneration break-up at any time at its sole discretion; in all such cases your existing gross salary would be protected.

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