



**Offer: Computer Consultancy**

**Ref: TCSL/DT20218166155/Kolkata**

**Date: 03/11/2021**

Dear DEVESH KUMAR,

**Sub: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **₹60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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**TATA CONSULTANCY SERVICES**

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Building 1A, EcoSpace, Plot - IIF/12, New Town, Rajarhat, Kolkata-700156, West Bengal, India

Tel: 91 33 6688 1000 Fax: 91 33 6636 6001 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. **TCS Confidential 2 TCSL/DT20218166155**

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## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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## 1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

**Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)** You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

## Loans

You will be eligible for loans, as per TCSL's loan policy.

## Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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## Provident Fund



### RETIRALS

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

### TERMS AND CONDITIONS

#### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/voke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

#### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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### **3. Training Period**

You will be required to undergo cla

ss room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### **4. Working Hours**

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### **5. Mobility**

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **6. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### **7. Increments and Promotions**

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

## **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

## **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

### **13. Terms and Conditions**

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

### **14. TATA Code of Conduct**

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL.

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by medical practitioner having a minimum qualification of MBBS) to the Induction Coordinator.

### **18. Employment of Non Indian Citizens**

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.



## 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary - Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required - Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- \*PAN Card (Permanent Account Number)
- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- \*Passport

## **21. TCS Xperience Program**

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

## **24. Compliance to all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

## **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes

processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. A background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

**Global Head Talent Acquisition & AIP**

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**

<b>Name</b>	<b>DEVESH KUMAR</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Centurion University Of Technology And Management</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752

<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	27,415	3,36,877
<b>Xplore/ Learning Incentive****</b>		Upto 60,000

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program. \*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	7,646	91,752

