



# B.N. FACILITY & MANAGEMENT SERVICES

304, 3rd Floor, Vardhman Bahnof Plaza, Plot No.6, Pocket-7, Sector-12, Dwarka, New Delhi-110075 (India)

Phone No. : 011-4503 2251, Mob.: 9811 775 656, 9716 100 001

E-mail : bnfmservices@gmail.com, Website: www.bnfms.in

Letter Nos:- BN/HR/2021/12

Dated: 30/03/2021

Employee Id	-	7899
Name	-	DIPANKAR KUNDU
F/H Name	-	Mr. DIPAK KUNDU
Location	-	ASSAM, SILCHAR (India)
Designation	-	EXECUTIVE-SALES

## LETTER OF EMPLOYMENT

Dear Mr. DIPANKAR KUNDU,

We are pleased to offer you an employment in our organization B.N. Facility and Management Services, as **✓ EXECUTIVE-SALES** for a fixed period of employment ("Contract"), on the following terms and conditions.

1. The term of your employment shall be valid from **22-03-2021 To 21-03-2022** Notwithstanding this, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this Contract shall be co-terminus with the project /work.
2. You shall report to work on **22-03-2021** at HORIBA India Private Limited- ASSAM, SILCHAR (India).
3. Details of your salary break up with components are as per the enclosure attached herewith.
4. This contract shall be terminable by either party giving 30days' notice in writing or salary in lieu of notice, to other party.
5. You will, effect from **22-03-2021** be deputed by the Company to work at the client's office/premises at any their locations, either onsite or offshore.
6. You will be governed by the policies of the client's organization with respect to leaves and holidays.

In addition to the terms of appointment mentioned above, you are also governed by the standard employment rules of the company, which are attached along with this letter. The combined rules and procedures as contained in this letter and the annexure will constitute the standard employment rules and you are required to read both of them in conjunction. Your net salary/reimbursement amount due, if any, shall be credited to your saving bank account opened for this purpose.

Wishing you the very best in your assignment with us and as a token of you're under understanding and accepting of the standard terms of employment, you are requested to sign the duplicate copy of this letter and return to us within a day.

With warm regards, your truly,

**For B.N. Facility and Management Services**

(Yashwant Singh Bisht)

Asst. Mgr- HR

Encl- Compensation sheet (ii) Standard Terms of Employment.

I hereby accept the above mentioned terms and conditions.

Name.....Signature.....dated .....



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## COMPENSATION SHEET

Employee Id - 7899  
Name - DIPANKAR KUNDU  
F/H Name - Mr. DIPAK KUNDU

Sr. No.	Components	Mr. DIPANKAR KUNDU - Silchar(Assam)
		Rate Per Month Rs.
1	Basic Salary	16400
2	HRA	8200
3	Conveyance Allw	1600
4	OTHER ALLW	6600
5	<b>Total Gross</b>	<b>32800</b>
6	Employee Share of PF 12% on 15000/-	1800
7	<b>Take Home</b>	<b>31000</b>
8	Employer Share of PF 13% on 15000/-	1950
9	Leave @ 8.65%	1419
10	<b>Total CTC in Rs.</b>	<b>36169</b>

For B.N. Facility and Management Services

Asst. Mgr- HR

I hereby accept the above-mentioned terms and conditions,

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## **STANDARD TERMS OF EMPLOYMENT**

### **1. VALIDITY TERM OF EMPLOYMENT:**

- 1.1. Notwithstanding anything above, depending upon the aforementioned project/work/deputation, the Company reserves its right to extend/renew your temporary appointment for such period or periods as may be necessary depending upon the exigencies relatable to the work for which you are hereby engaged. In that event, the Company shall in writing extend/renew your temporary assignment on the term as may be indicated in such letter and in the event of your acceptance of such extension/renewal of the assignment; you shall be governed by such terms and conditions as maybe indicated therein.
- 1.2. It is specifically understood by you that during term of your employment, you shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services to any third party either in India or abroad whether on deputation or otherwise. This obligation shall be binding on you whether the said third party is engaged in similar business as the Company or otherwise.
- 1.3. You shall be required to complete the joining formalities as per the list enclosed. These formalities are required as a part of compliance. You should therefore complete the said formalities immediately but not later 10 days from the date of joining the service. You may please note that in the event you fail to complete the formalities within the stipulated time the company may be constrained to cancel the appointment and relieve you from the services. Further the salary payable to you will be adjusted towards the dues. We expect you not to place yourself in such situation.
- 1.4. Your appointment is being made on basis of your particulars such as qualification, etc. as given in your application for employment and in case any information, as given by you, is found false or incorrect, your appointment will be deemed void and liable for termination without notice.
- 1.5. In case there is any change in your residential address, you will intimate the same in writing to us within three days from the date of such change and get such change of address recorded.

### **2. COMPENSATION:**

- 2.1. You will be entitled to an employer's contribution of Provident Fund as per the rules applicable.
- 2.2. You will be covered under a Group Accident Insurance Scheme and med claim as applicable to your level as detailed in the enclosure attached.
- 2.3. You will be entitled to all other statutory benefits wherever applicable during the period of this Contract.

### **3. TERMINATION:**

- 3.1. At the time of termination of the employment due to termination by either you or the Company Or upon the lapse of the term of employment, if there are any dues owing from you to the Company, the same may be adjusted against any monies due to you by the Company on account of salary, bonus or any other payment owed to you under the terms of your employment.

**4. DISCRETION:**

- 4.1. Your employment is subject to you being certified medically fit by a registered medical Practitioner
- 4.2. During the period of this Contract, your services could be deputed at the sole discretion of the Company to any of the company's clients to do work pertaining to or incidental to such Client's Business. Such deputation will be communicated to you by way of a letter from the Company, And this will be effective from the date mentioned in such letter.

**5. DEPUTATION:**

- 5.1. During the tenure of the deputation, you will continue to be an employee of the Company and your compensation and applicable allowances shall be payable only by the company. In this regard, you shall not be entitled to receive any payments, either as fees, expenses, reimbursement or such other allowance, directly from the client to whose site you may be deputed.

**6. RULES / POLICIES OF THE CLIENT;**

- 6.1. In the day to day functioning or carrying out your responsibilities and duties, you will receive instructions from the Client and will undertake to abide by any suggestions, etc. given by any assigned person(s).
- 6.2. You shall also abide any training that may be offered to you by the Client.
- 6.3. You shall be bound to follow the working hours of the Client's Organization.

**7. NON-DISCLOSURE**

- 7.1. You shall take care not to disclose or divulge confidential information /trade secrets, etc, belonging either to the Company or to the Client, that you may come across in the course of your responsibilities either to the company and /or to the Client or to anyone outside the Client's organization and you shall use such confidential information only in connection with the services provided by you to such Client.
- 7.2. Further, you shall not utilize any Confidential Information acquired in consequence of your employment for your benefit or for the benefit of any third party other than the Company or its Client who has disclosed such Confidential Information or for whom you have created the Confidential Information.

**8. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS;**

- 8.1. You are employed by the company on the express understanding that all services provided by you whether at the Company site (S) on deputation , are being on behalf of the company or its clients .Consequently , any and all intellectual property rights (including but not limited to patents, copy right, trademarks. Etc.) Arising therein shall be owned exclusive by the Company or its clients to whom you may be providing the services on deputation. In this regard, it shall be deemed that you have provided your consent for the assignment of any and all intellectual property rights developed either solely and you shall do all such acts as may be necessary to

ensure that the ownership of all such intellectual property rights vests solely with the company or its clients, as the case may be.

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**9. LIABILITY:**

- 9.1. You shall at no point of time make any claim or assert any right to employment, damage, loss or compensation of any sort whatsoever against the Client. This arrangement of deputation is purely a contractual agreement between the Company and the Client for the time specified.
- 9.2. Further upon the laps of your term of employment with the Company or earlier termination thereof, you shall have no right or claim against the Company for continued employment and in this regard, the Company does not guarantee or warrant any continued employment after the term of employment or earlier termination thereof.
- 9.3. You shall not engage in any act subversive of discipline in the course of your duty / duties for the Client either within the Client's organization or outside it, and if you were at any time found indulging in such act/s. the Company shall reserve the right to initiate disciplinary action as is deemed fit, against you.

**10. INDEMNITY;**

- 10.1 You shall be responsible for protecting any property of the Client instructed to you in the due discharge of your duties and you shall indemnify the client if there is a loss of any kind to the said property.

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All other terms and conditions of your employment remain unchanged.

We want you to understand that this is a rapidly growing company. It is a challenging environment that will require a lot of time and effort on your part. The Company is an evolving organization that can provide opportunities to individuals with talent that are committed to reaching our corporate goals. The company provides a work environment that inspires creativity, outstanding client service, attention to detail and personal advancement. This is the kind of work environment that brings the best in our employee and in turn brings the best in our clients. We welcome you experience and skills to our team and expect your effort and talent to be a part of our growth and success.

You are requested to provide the following documents as mentioned in (1.3), within a 5 days of your reporting, to duty at our Client's site.

1. Copies of Educational Certificates
2. Last pay slip received from the previous employer.
3. 6 Passport Size photographs.
4. Identification Proof Document: Valid Driving License/updated Aadhar Card/Voter ID/Pan Card.
5. Copy of Bank Passbook or Cancel Cheque (Name should be mentioned in Cheque).
6. Experience Certificates and relieving letter from your previous employer (if applicable).

## CONSENT LETTER

- **B.N. Facility and Management Services** may collect the personal and sensitive Data which you provided to **BN Facility and Management Services** for the purpose described in the **BN Facility and Management Services** privacy policy. (**BNFMS Policy**) including the provision of Service, storage, analytical or dispute resolution purpose, as well as , to comply with applicable laws, regulations and **BN Facility and Management Services** internal policies. Capitalized terms used in this form and not expressly defined shall have the same meaning as set out in the **BN Facility and Management Services** policy.
- **BN Facility and Management Services** may also transfer your Personal and sensitive Data to **BN Facility and Management Service's** employees, officers, directors, proprietor, clients (and its agents) suppliers / vendors (IT, Financial and legal advisors ), authorities and to other **BN Facility and Management Services** affiliates , based locally or abroad , in order to reasonably achieve the Purpose, process salary, to create job opportunity , medical test, , statutory requirement , data analysis etc.. In any case, transfers to third parties will strictly be on a need to know basis.in order to comply with contractual or legal obligations and provided that such third parties have data protection standards comparable to **BN Facility and Management Services** policy.
- **B.N. Facility and Management Services** will securely handle, maintain and store – for a limited period of time- your Personal and Sensitive Data compliance with **B.N. Facility and Management Services** policy and the applicable laws and regulations.
- **B.N. Facility and Management Services** relies on your personal and Sensitive Data to achieve the purpose; hence. You shall ensure that the Personal and Sensitive Data you provide is accurate, correct and complete. If you wish to correct, update or delete your personal and sensitive data, you may contact **B.N. Facility and Management service's** HR/Legal Team at [bnfmservices@gmail.com](mailto:bnfmservices@gmail.com).
- You are entitled to withdraw this consent at any time giving notice to the **B.N. Facility and Management service's** **HR/ Legal Dept.** You acknowledge that such withdrawal shall apply prospectively and only affect **B.N. Facility and Management service's** future use or disclosure of your personal and Sensitive Data.

Name.....

Signature and Date.....

