

सेवा में,

श्रीमान् नगर आयुक्त

पटना नगर निगम पटना ।



Patna Municipal Corporation

Date: 11/12/2018



2018115524



उपर्युक्त विषयक के सम्बन्ध में कहना है कि श्रीमान् के आदेशानुसार वर्क ऑर्डर न0-

M1803371/ M1803372, दिनांक 27-08-2018 को C.M.S (NICSI) द्वारा हमलोगों की नियुक्ति पटना नगर निगम के जन्म-मृत्यु शाखा में कार्यालय सहायक के पद पर की गई थी। उक्त आदेश के आलोक में दिनांक 01-07-2018 को पटना नगर निगम में योगदान कर चुके हैं। हमलोग अपना कार्य पूरी निष्ठा एवं जिम्मेवारी के साथ कर रहे हैं। हमलोगों को अभी तक एक भी माह का वेतन भुगतान नहीं किया गया है। इसके कारण हमलोगों का आर्थिक स्थिति अत्यंत दयनीय है जो कि खाने-खाने के लिए मजबूर हूँ। श्रीमान् के मौखिक आदेश के अनुसार हमलोग कार्य कर रहे थे परंतु निगम के पत्रांक संख्या- 11895, दनांक 30.11.2018 को हमलोग की सेवा C.M.S (NICSI) को वापस कर दिया है।

अतः श्रीमान् से प्रार्थना है की वेतन भुगतान कराने हेतु आदेश एवं सेवा नियमित करने की कृपा करेंगे। इसके लिए मैं आपका सदा आभारी रहूँगा।

विश्वास भाजन

1. Amit Kumar
2. Kanti
3. Ra. Prasen
- 4.
5. Munim Charti
6. Vinod
- 7.
8. Bishwakarma
9. Dinesh Kumar

पटना नगर निगम पटना ।

प्रतिलिपि :- निबंधक, जन्म-मृत्यु शाखा, पटना नगर निगम पटना को सुचनार्थ एवं निवेदन है कि हमलोगों को वेतन भुगतान कराने की कृपा की जाए।

08.12.2018
AMC (मानव)
अनुपम कुमार सुमन
नगर आयुक्त
पटना नगर निगम



आदेश

पटना नगर निगम को National Informatics Center Services Inc (NICS) द्वारा उपलब्ध कराये गये 06 डाटा इन्ट्री ऑपरेटरों का प्राप्त विपत्र के आधार पर 05 माह का अग्रिम भुगतान आदेश पत्रांक-5876 दिनांक-20.07.2018 के द्वारा किया गया था। किये गये अग्रिम भुगतान की अवधि पूर्ण हो जाने के पश्चात् इनकी सेवा National Informatics Center Services Inc (NICS) को वापस किया जाता है, जो निम्नवत् है :-

क्रमांक	डाटा इन्ट्री ऑपरेटर का नाम	कार्यरत स्थल	अभियुक्ति
1.	श्री रवि प्रकाश	नूतन राजधानी अंचल, पटना नगर निगम	
2.	सुश्री अंशु कुमारी	कंकडबाग अंचल, पटना नगर निगम	
3.	श्री विनय कुमार	पटना सिटी अंचल, पटना नगर निगम	
4.	सुश्री कृति	वाँकीपुर अंचल, पटना नगर निगम	
5.	श्री महेश कुमार	Combat Cell	
6.	श्री विकास कुमार	Combat Cell	

2. उपर्युक्त डाटा इन्ट्री ऑपरेटर कार्यालय से संबंधित अभिलेख/सामग्री अपने नियंत्री पदाधिकारी को समर्पित करना सुनिश्चित करेंगे।

संयुक्त सं०-IV E-16-1818-2018 के
पृ०-05/टि० पर नगर आयुक्त का
आदेश दिनांक-03.11.2018

ह०/-

अपर नगर आयुक्त (स्था०),
पटना नगर निगम।

- प्रतिलिपि:-
1. सभी संबंधित डाटा इन्ट्री ऑपरेटर..... पटना नगर निगम।
 2. अपर नगर आयुक्त (योजना) पटना नगर निगम।
 3. नगर वित्त एवं लेखा नियंत्रक, पटना नगर निगम।
 4. निबंधक, जन्म मृत्यु, पटना नगर निगम।
 5. सभी कार्यपालक पदाधिकारी, पटना नगर निगम।
 6. National Informatics Center Services Inc (NICS), Patna.
 7. नगर आयुक्त के निजी सहायक, पटना नगर निगम।
 8. प्रशाखा पदाधिकारी, स्थापना, पटना नगर निगम को सूचनार्थ एवं आवश्यक कार्यवाई हेतु प्रेषित।

अपर नगर आयुक्त (स्था०),
पटना नगर निगम।

Ref. No : 3108201801

To
The Municipal Commissioner
Patna Municipal Corporation
Maurya Lok Complex, Budhha Marg,
Patna, Bihar-800001.

Dated: 31 August, 2018

Ref: Work order no M1803371 dated- 27.08.2018 of NISCI, New Delhi

Dear Sir,

With reference to the Work order no M1803371 dated- 27.08.2018 of NISCI, New Delhi, following are the details of the Services- Office Assistance-Level 1 for Region-1 provided to Patna Municipal Corporation.

Sl	Service ID No	Date of Deployment	Work Place
✓ 1	Kriti	18-Jun-18	Registrar (Death/Birth)-HQ Office
✓ 2	Amit Kumar	18-Jun-18	Registrar (Death/Birth)-Patna City Circle
✓ 3	Vikas Kumar	22-Jun-18	Registrar (Death/Birth)-Bankipur Circle
4	Ranjert Kumar	18-Jun-18	Combat Cell Shift-III:- 10:00 PM-06:00 AM
5	Md. Shahbaz Alam	20-Jun-18	Combat Cell Shift-II:- 02:00 PM-10:00 PM
6	Md Sartajuddin	20-Jun-18	Combat Cell Shift-II:- 02:00 PM-10:00 PM

Therefore, you are requested to please send the MPR soon.

Lalit Patil

Program Manager



CMS Computer Ltd Mumbai

35-A, Rear Building, Near Shiv Mandir, Maharani Bagh, Klokari, New Delhi -110 014, (INDIA) Tel. : +91 (11) 4097 0000 Fax : +91 (11) 2634 8620

CMS COMPUTERS LIMITED

REGISTERED AND CORPORATE OFFICE

70, Lake Road, Kaycee Industries Compound, Bhandup (W), Mumbai, Maharashtra. Pin: 400 078

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CIN: U30007MH1980PLC022235

**CMMI DEV / 5**

Ref. No : 3108201802

To
 The Municipal Commissioner
 Patna Municipal Corporation
 Maurya Lok Complex, Budhha Marg,
 Patna, Bihar-800001,

Dated: 31 August, 2018

Ref: Work order no M1803372 dated- 27.08.2018 of NISCI, New Delhi

Dear Sir,

With reference to the Work order no M1803372 dated- 27.08.2018 of NISCI, New Delhi, following are the details of the Services- Office Assistance-Level 1 for Region-1 provided to Patna Municipal Corporation.

Sl	Service ID No	Date of Deployment	Work Place
1	Rinku Kumari	10-Jul-18	Combat Cell Shift-I:- 06:00 AM-02:00 PM
2	Dhiraj Kumar	10-Jul-18	Combat Cell Shift-II:- 02:00 PM-10:00 PM
3	Dipesh Kumar	10-Jul-18	Combat Cell Shift-I:- 06:00 AM-02:00 PM
4	Sonu Kumar -I	20-Jul-18	Combat Cell Shift-III:- 10:00 PM-06:00 AM
5	Sonu Kumar- II	29-Jul-18	Combat Cell Shift-III:- 10:00 PM-06:00 AM
6	Jitendra Kumar	01-Aug-18	Registrar (Death/Birth) - Kankarbagh Circle

Therefore, you are requested to please send the MPR soon.

Lalit Patil



Program Manager

CMS Computer Ltd Mumbai



35-A, Rear Building, Near Shiv Mandir, Maharani Bagh, Kirti Khera, New Delhi -110 014, (INDIA) Tel. : +91 (11) 4097 0000 Fax : +91 (11) 2634 8620

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CIN: U30007MH1980PLC022235

**CMMI DEV/5**

Work Order No.: M1803371

Date: 19th SEP 2018

To,
Kriti

Subject: Appointment Letter

Dear Kriti

This refers to your application to us for the position **Office Assistant - Level 1** we are happy to inform you of your selection for this position and are issuing this Appointment Order under our standard Terms for such assignments. However, department may give you other designation as per the project requirement.

1. **Appointment Basis:**

This order is issued with the consideration that all the information regarding your qualification and work experience as per your resume and the capability statement holds true and if any declaration given or furnished by you to the Company proves to be false or if you are found to have wilfully suppressed any material information, in such case, you will be liable to removal from service without any notice and also required to refund all moneys paid to you for your employment throughout the period of your service with the company.

2. **Profile:**

You will be assigned the role and designation of **Office Assistant - Level 1** and shall be posted for Patna Municipal Corporation, **Project**.

3. **Remuneration and other benefits:**

Please refer Annexure - II for details on remuneration and other benefits.

4. **Submission of Monthly Performance Report / Processing of salary:**

Your salary shall be processed against the receipt of your Monthly Performance Report (MPR) duly signed and stamped by the authorised signatory (Reporting Manager). You are required to send the same.

Please ensure this shall be deposited on the first working day of every month through mail and hard copy couriered to us at the same time. This is invariably required for processing of your salary on time.

CMS COMPUTERS LIMITED
REGISTERED AND CORPORATE OFFICE
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Phone: (+91)22-41250000 | Fax: (+91)22-41250001 | www.cms.co.in
CIN: U30007MH1980PLC022235



CMMI DEV/5



5. **Employment Period:**

Your employment period will be from 02.07.2018 to 01.01.2019 this period can be reduced or extended depending upon your performance and feedback from the reporting manager.

6. **Rules-General:**

During the term of employment, you will employ yourself efficiently, faithfully and to the best of your ability and shall devote your whole time and attention to promote the interest of the company and generally carry out duties and work as assigned to you. You shall obey and comply with all the lawful orders and directions given to you by your Reporting Manager and concerned superiors in the company.

You will be personally responsible for any damage to equipment, property and third party liabilities caused by acts at NISCI/NIC end user premises. All equipment will be used only for carrying out legitimate business of client organisation and will not be put into any other use. The extent of damage will be binding on you.

7. **Transfer and Deputation:**

You may be transferred to any other location in such capacity as the Company may from time to time determine or any department, establishment, factory or branch of the company or its affiliate, associate or subsidiary. In such cases, you will be governed by the terms and conditions of services applicable to the new assignment.

The company may also send you on deputation to client work sites as per the requirements. You will be required to adhere to the company's onsite policies and guidelines and other onsite rules as per company's policy.

Yours faithfully

For CMS Computers Ltd.

Amit Parab
Manager-Payroll & Compliance

Signature of Candidate

EMPLOYEE AGREEMENT

THIS EMPLOYEE AGREEMENT (heretofore, this "Agreement") is entered into on **02.07.2018**, by and between **CMS Computers Ltd** and the **Kriti**

This is in reference to your willingness to take up projects and tasks as **Office Assistant - Level 1** at **CMS Computers**. The employee agrees to impart services to the company with complete sincerity and devotion.

If you desire to leave the Organization before the fixed duration of job then you have to give thirty days of prior intimation/notice to the Management. In case of deviation, you are liable to pay the penalty as compensation against the loss borne by the company. On acceptance of the separation notice you will immediately hand over all correspondence, specification, formulae, books, documents, cost data, market data, literature, drawing and effects before you are relieved and shall not make or retain any copies of these items.

By accepting this order you shall have to abide by the rules and regulations of the firm as in force from time to time. You shall have to agree to accept the remuneration and the different assignments offered to you from time to time at the discretion of the firm.

THE PARTIES AGREE:

1. **NON-DISCLOSURE:** Employee will keep all secrets and information of the Company in strict confidence;
 - a. The Company's secrets includes any information related to process or idea, all proprietary software and system design, their marketing plants, the prices they obtain and that gives the Company a competitive advantage, This also includes all information relating to the research and development activities, ideas or projects carried on by the Company.
 - b. The Company's secrets includes any information related to process or idea, all proprietary software and system design, their marketing plants, the prices they obtain and that gives the Company a competitive advantage, This also includes all information relating to the research and development activities, ideas or projects carried on by the Company.
2. **WORK FOR HIRE:** All ideas inventions and other developments or improvements conceived by the Employee, alone or with others, during the term of his employment hereunder, whether or not during working hours, that are within the scope of the Company's business operations or that relate to any of the Company's work or projects, are the exclusive property of the Company, it is being agreed by the parties hereto that all such codes, ideas, inventions, developments or improvements constitute "works made for hire" under the Indian copyright laws.



3. **EMPLOYEE'S COMMITMENT BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT:** Employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.
4. **NONSOLICITATION OF EMPLOYEES:** Employee shall not solicit the employment of the competitors of the company or any employee of the Company, during the term of this Agreement and for a period of six months following the date of termination of this Agreement by either party for whatever reason without obtaining the proper clearance and the prior written consent of the Company.
5. **REGULAR TERMS:** You are not allowed to disclose your salary and other benefits to other employees of the company directly or indirectly. Without prejudice to the duties stated above, you will carry out such other instructions and orders as may be given to you by the undersigned/firm from time to time.
6. **COMPUTATION OF WORKING DAYS:** AS you are member of the Field Staff, your salary and number of days worked shall be computed/calculated on the basis of the Monthly Attendance Report submitted by you, duly evaluated & approved by your Reporting Authority, Your Payroll will not be processed unless, the reporting is in place.
Before go for any leave, this has to be granted by the concerned authority on written application by you with days prior intimation.
7. **SUSPENSION/CANCELLATION OF THE CONTRACT:** In case the company finds you casual in your attitude, not obeying the rules and the regulations in force, negligence in responsibilities and continual low performance. The company has the right to suspend or cancel the contract in written and you will lose the right to claim any obligations on the company. Your services will also be liable to be terminated at any time without any notice during the period of probation. Without assigning any reason. In all cases of more than 2 days of unauthorized absence from your responsibility, you will be liable for termination from your service. On termination, you agree to immediately without request, questions and claims deliver the company all information and physical asset given to you by the company.

This letter of appointment is being given to you in duplicate. Please return one copy of the Appointment Order duly signed by you as a token of your having read understood and accepted the appointment letter in its totality.

Yours faithfully
For CMS Computers Ltd,

Amit Parab
Manager Payroll & Compliance

Annexure II

Year 2018-2019		
Compensation Details		
CTC	Monthly	Yearly
BASIC	4400	52800
HRA	2200	26400
OTHER ALL	6894	82728
GROSS	13494	161928
PF - Company	572	6864
ESIC - Company	641	7692
CTC	14707	176484
PF employee	528	6336
ESIC -employee	236	2832
NET SALARY	12730	152760

Work Order No.: M1803371

Date: 19th SEP 2018

To,
Vikas Kumar

Subject: Appointment Letter

Dear Vikas

This refers to your application to us for the position **Office Assistant - Level 1** we are happy to inform you of your selection for this position and are issuing this Appointment Order under our standard Terms for such assignments. However, department may give you other designation as per the project requirement.

1. **Appointment Basis:**

This order is issued with the consideration that all the information regarding your qualification and work experience as per your resume and the capability statement holds true and if any declaration given or furnished by you to the Company proves to be false or if you are found to have wilfully suppressed any material information, in such case, you will be liable to removal from service without any notice and also required to refund all moneys paid to you for your employment throughout the period of your service with the company.

2. **Profile:**

You will be assigned the role and designation of **Office Assistant - Level 1** and shall be posted for Patna Municipal Corporation, Project.

3. **Remuneration and other benefits:**

Please refer Annexure – II for details on remuneration and other benefits.

4. **Submission of Monthly Performance Report / Processing of salary:**

Your salary shall be processed against the receipt of your Monthly Performance Report (MPR) duly signed and stamped by the authorised signatory (Reporting Manager). You are required to send the same.

Please ensure this shall be deposited on the first working day of every month through mail and hard copy couriered to us at the same time. This is invariably required for processing of your salary on time.

CMS COMPUTERS LIMITED
REGISTERED AND CORPORATE OFFICE
70, Lake Road, Kaycee Industries Compound, Bhandup (W), Mumbai, Maharashtra. Pin: 400 078
Phone: (+91)22-41259000 | Fax: (+91)22-41259001 | www.cms.co.in
CIN: U30007MH1980PLC022235



CMMI DEV/5

5. Employment Period:

Your employment period will be from **02.07.2018 to 01.01.2019** this period can be reduced or extended depending upon your performance and feedback from the reporting manager.

6. Rules-General:

During the term of employment, you will employ yourself efficiently, faithfully and to the best of your ability and shall devote your whole time and attention to promote the interest of the company and generally carry out duties and work as assigned to you. You shall obey and comply with all the lawful orders and directions given to you by your Reporting Manager and concerned superiors in the company.

You will be personally responsible for any damage to equipment, property and third party liabilities caused by acts at NICSi/NIC end user premises. All equipment will be used only for carrying out legitimate business of client organisation and will not be put into any other use. The extent of damage will be binding on you.

7. Transfer and Deputation:

You may be transferred to any other location in such capacity as the Company may from time to time determine or any department, establishment, factory or branch of the company or its affiliate, associate or subsidiary. In such cases, you will be governed by the terms and conditions of services applicable to the new assignment.

The company may also send you on deputation to client work sites as per the requirements. You will be required to adhere to the company's onsite policies and guidelines and other onsite rules as per company's policy.

Yours faithfully
For CMS Computers Ltd.



Amit Parab
Manager-Payroll & Compliance

Signature of Candidate

EMPLOYEE AGREEMENT

THIS EMPLOYEE AGREEMENT (heretofore, this "Agreement") is entered into on **02.07.2018**, by and between **CMS Computers Ltd** and the **Vikas Kumar**

This is in reference to your willingness to take up projects and tasks as **Office Assistant - Level 1** at **CMS Computers**. The employee agrees to impart services to the company with complete sincerity and devotion.

If you desire to leave the Organization before the fixed duration of job then you have to give thirty days of prior intimation/notice to the Management. In case of deviation, you are liable to pay the penalty as compensation against the loss borne by the company. On acceptance of the separation notice you will immediately hand over all correspondence, specification, formulae, books, documents, cost data, market data, literature, drawing and effects before you are relieved and shall not make or retain any copies of these items.

By accepting this order you shall have to abide by the rules and regulations of the firm as in force from time to time. You shall have to agree to accept the remuneration and the different assignments offered to you from time to time at the discretion of the firm.

THE PARTIES AGREE:-

1. **NON-DISCLOSURE:** Employee will keep all secrets and information of the Company in strict confidence;
 - a. The Company's secrets includes any information related to process or idea, all proprietary software and system design, their marketing plans, the prices they obtain and that gives the Company a competitive advantage, This also includes all information relating to the research and development activities, ideas or projects carried on by the Company.
 - b. The Company's secrets includes any information related to process or idea, all proprietary software and system design, their marketing plans, the prices they obtain and that gives the Company a competitive advantage, This also includes all information relating to the research and development activities, ideas or projects carried on by the Company.
2. **WORK FOR HIRE:** All ideas inventions and other developments or improvements conceived by the Employee, alone or with others, during the term of his employment hereunder, whether or not during working hours, that are within the scope of the Company's business operations or that relate to any of the Company's work or projects, are the exclusive property of the Company, it is being agreed by the parties hereto that all such codes, ideas, inventions, developments or improvements constitute "works made for hire" under the Indian copyright laws.



3. **EMPLOYEE'S COMMITMENT BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT:**
Employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.
4. **NONSOLICITATION OF EMPLOYEES:** Employee shall not solicit the employment of the competitors of the company or any employee of the Company, during the term of this Agreement and for a period of six months following the date of termination of this Agreement by either party for whatever reason without obtaining the proper clearance and the prior written consent of the Company.
5. **REGULAR TERMS:** You are not allowed to disclose your salary and other benefits to other employees of the company directly or indirectly. Without prejudice to the duties stated above, you will carry out such other instructions and orders as may be given to you by the undersigned/firm from time to time.
6. **COMPUTATION OF WORKING DAYS:** AS you are member of the Field Staff, your salary and number of days worked shall be computed/calculated on the basis of the Monthly Attendance Report submitted by you, duly evaluated & approved by your Reporting Authority, Your Payroll will not be processed unless, the reporting is in place.
Before go for any leave, this has to be granted by the concerned authority on written application by you with days prior intimation.
7. **SUSPENSION/CANCELLATION OF THE CONTRACT:** In case the company finds you casual in your attitude, not obeying the rules and the regulations in force, negligence in responsibilities and continual low performance. The company has the right to suspend or cancel the contract in written and you will lose the right to claim any obligations on the company. Your services will also be liable to be terminated at any time without any notice during the period of probation. Without assigning any reason. In all cases of more than 2 days of unauthorized absence from your responsibility, you will be liable for termination from your service. On termination, you agree to immediately without request, questions and claims deliver the company all information and physical asset given to you by the company.

This letter of appointment is being given to you in duplicate. Please return one copy of the Appointment Order duly signed by you as a token of your having read understood and accepted the appointment letter in its totality.

Yours faithfully
For CMS Computers Ltd.

Amit Parab
Manager Payroll & Compliance

Annexure II

Year 2018-2019		
Compensation Details		
CTC	Monthly	Yearly
BASIC	4400	52800
HRA	2200	26400
OTHER ALL	6894	82728
GROSS	13494	161928
PF - Company	572	6864
ESIC - Company	641	7692
CTC	14707	176484
PF employee	528	6336
ESIC -employee	236	2832
NET SALARY	12730	152760

Work Order No.: M1803372

Date: 26th SEP 2018

To,
Jitendra Kumar

Subject: Appointment Letter

Dear Jitendra

This refers to your application to us for the position **Office Assistant - Level 1** we are happy to inform you of your selection for this position and are issuing this Appointment Order under our standard Terms for such assignments. However, department may give you other designation as per the project requirement.

1. **Appointment Basis:**

This order is issued with the consideration that all the information regarding your qualification and work experience as per your resume and the capability statement holds true and if any declaration given or furnished by you to the Company proves to be false or if you are found to have wilfully suppressed any material information, in such case, you will be liable to removal from service without any notice and also required to refund all moneys paid to you for your employment throughout the period of your service with the company.

2. **Profile:**

You will be assigned the role and designation of **Office Assistant - Level 1** and shall be posted for Patna Municipal Corporation, Project.

3. **Remuneration and other benefits:**

Please refer Annexure – II for details on remuneration and other benefits.

4. **Submission of Monthly Performance Report / Processing of salary:**

Your salary shall be processed against the receipt of your Monthly Performance Report (MPR) duly signed and stamped by the authorised signatory (Reporting Manager). You are required to send the same.

Please ensure this shall be deposited on the first working day of every month through mail and hard copy couriered to us at the same time. This is invariably required for processing of your salary on time.

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CIN: U30007MH1980PLC022235



CMMIDEV/5

5. Employment Period:

Your employment period will be from **02.07.2018 to 01.01.2019** this period can be reduced or extended depending upon your performance and feedback from the reporting manager.

6. Rules-General:

During the term of employment, you will employ yourself efficiently, faithfully and to the best of your ability and shall devote your whole time and attention to promote the interest of the company and generally carry out duties and work as assigned to you. You shall obey and comply with all the lawful orders and directions given to you by your Reporting Manager and concerned superiors in the company.

You will be personally responsible for any damage to equipment, property and third party liabilities caused by acts at NICSI/NIC end user premises. All equipment will be used only for carrying out legitimate business of client organisation and will not be put into any other use. The extent of damage will be binding on you.

7. Transfer and Deputation:

You may be transferred to any other location in such capacity as the Company may from time to time determine or any department, establishment, factory or branch of the company or its affiliate, associate or subsidiary. In such cases, you will be governed by the terms and conditions of services applicable to the new assignment.

The company may also send you on deputation to client work sites as per the requirements. You will be required to adhere to the company's onsite policies and guidelines and other onsite rules as per company's policy.

Yours faithfully
For CMS Computers Ltd.



Amit Parab
Manager-Payroll & Compliance

Signature of Candidate

EMPLOYEE AGREEMENT

THIS EMPLOYEE AGREEMENT (heretofore, this "Agreement") is entered into on 01.08.2018, by and between CMS Computers Ltd and the Jitendra Kumar

This is in reference to your willingness to take up projects and tasks as **Office Assistant - Level 1** at CMS Computers. The employee agrees to impart services to the company with complete sincerity and devotion.

If you desire to leave the Organization before the fixed duration of job then you have to give thirty days of prior intimation/notice to the Management. In case of deviation, you are liable to pay the penalty as compensation against the loss borne by the company. On acceptance of the separation notice you will immediately hand over all correspondence, specification, formulae, books, documents, cost data, market data, literature, drawing and effects before you are relieved and shall not make or retain any copies of these items.

By accepting this order you shall have to abide by the rules and regulations of the firm as in force from time to time. You shall have to agree to accept the remuneration and the different assignments offered to you from time to time at the discretion of the firm.

THE PARTIES AGREE:

1. **NON-DISCLOSURE:** Employee will keep all secrets and information of the Company in strict confidence;
 - a. The Company's secrets includes any information related to process or idea, all proprietary software and system design, their marketing plans, the prices they obtain and that gives the Company a competitive advantage. This also includes all information relating to the research and development activities, ideas or projects carried on by the Company.
 - b. The Company's secrets includes any information related to process or idea, all proprietary software and system design, their marketing plans, the prices they obtain and that gives the Company a competitive advantage. This also includes all information relating to the research and development activities, ideas or projects carried on by the Company.
2. **WORK FOR HIRE:** All ideas inventions and other developments or improvements conceived by the Employee, alone or with others, during the term of his employment hereunder, whether or not during working hours, that are within the scope of the Company's business operations or that relate to any of the Company's work or projects, are the exclusive property of the Company, it is being agreed by the parties hereto that all such codes, ideas, inventions, developments or improvements constitute "works made for hire" under the Indian copyright laws.

3. **EMPLOYEE'S COMMITMENT BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT:**
Employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.
4. **NONSOLICITATION OF EMPLOYEES:** Employee shall not solicit the employment of the competitors of the company or any employee of the Company, during the term of this Agreement and for a period of six months following the date of termination of this Agreement by either party for whatever reason without obtaining the proper clearance and the prior written consent of the Company.
5. **REGULAR TERMS:** You are not allowed to disclose your salary and other benefits to other employees of the company directly or indirectly. Without prejudice to the duties stated above, you will carry out such other instructions and orders as may be given to you by the undersigned/firm from time to time.
6. **COMPUTATION OF WORKING DAYS:** AS you are member of the Field Staff, your salary and number of days worked shall be computed/calculated on the basis of the Monthly Attendance Report submitted by you, duly evaluated & approved by your Reporting Authority, Your Payroll will not be processed unless, the reporting is in place.
Before go for any leave, this has to be granted by the concerned authority on written application by you with days prior intimation.
7. **SUSPENSION/CANCELLATION OF THE CONTRACT:** In case the company finds you casual in your attitude, not obeying the rules and the regulations in force, negligence in responsibilities and continual low performance. The company has the right to suspend or cancel the contract in written and you will lose the right to claim any obligations on the company. Your services will also be liable to be terminated at any time without any notice during the period of probation. Without assigning any reason. In all cases of more than 2 days of unauthorized absence from your responsibility, you will be liable for termination from your service. On termination, you agree to immediately without request, questions and claims deliver the company all information and physical asset given to you by the company.

This letter of appointment is being given to you in duplicate. Please return one copy of the Appointment Order duly signed by you as a token of your having read understood and accepted the appointment letter in its totality.

Yours faithfully
For CMS Computers Ltd.



Amit Parab
Manager Payroll & Compliance

Annexure II

Year 2018-2019		
Compensation Details		
CTC	Monthly	Yearly
BASIC	4400	52800
HRA	2200	26400
OTHER ALL	6894	82728
GROSS	13494	161928
PF - Company	572	6864
ESIC - Company	641	7692
CTC	14707	176484
PF employee	528	6336
ESIC -employee	236	2832
NET SALARY	12730	152760



Work Order No.: M1803371

Date: 19th SEP 2018

To,
Amit Kumar

Subject: Appointment Letter

Dear Amit

This refers to your application to us for the position **Office Assistant - Level 1** we are happy to inform you of your selection for this position and are issuing this Appointment Order under our standard Terms for such assignments. However, department may give you other designation as per the project requirement.

1. Appointment Basis:

This order is issued with the consideration that all the information regarding your qualification and work experience as per your resume and the capability statement holds true and if any declaration given or furnished by you to the Company proves to be false or if you are found to have wilfully suppressed any material information, in such case, you will be liable to removal from service without any notice and also required to refund all moneys paid to you for your employment throughout the period of your service with the company.

2. Profile:

You will be assigned the role and designation of **Office Assistant - Level 1** and shall be posted for Patna Municipal Corporation, Project

3. Remuneration and other benefits:

Please refer Annexure - II for details on remuneration and other benefits.

4. Submission of Monthly Performance Report / Processing of salary:

Your salary shall be processed against the receipt of your Monthly Performance Report (MPR) duly signed and stamped by the authorised signatory (Reporting Manager). You are required to send the same.

Please ensure this shall be deposited on the first working day of every month through mail and hard copy couriered to us at the same time. This is invariably required for processing of your salary on time.

CMS COMPUTERS LIMITED
REGISTERED AND CORPORATE OFFICE
20, Lake Road, Koyee Industries Compound, Bhandup (W), Mumbai, Maharashtra Pin: 400 078
Phone: (+91)22-41259000 | Fax: (+91)22-41259001 | www.cms.co.in
CIN: U30007MH1980PLC022235



CMMIDEV/5



5. **Employment Period:**

Your employment period will be from **02.07.2018** to **01.01.2019** this period can be reduced or extended depending upon your performance and feedback from the reporting manager.

6. **Rules-General:**

During the term of employment, you will employ yourself efficiently, faithfully and to the best of your ability and shall devote your whole time and attention to promote the interest of the company and generally carry out duties and work as assigned to you. You shall obey and comply with all the lawful orders and directions given to you by your Reporting Manager and concerned superiors in the company.

You will be personally responsible for any damage to equipment, property and third party liabilities caused by acts at NICS/NIC end user premises. All equipment will be used only for carrying out legitimate business of client organisation and will not be put into any other use. The extent of damage will be binding on you.

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You may be transferred to any other location in such capacity as the Company may from time to time determine or any department, establishment, factory or branch of the company or its affiliate, associate or subsidiary. In such cases, you will be governed by the terms and conditions of services applicable to the new assignment.

The company may also send you on deputation to client work sites as per the requirements. You will be required to adhere to the company's onsite policies and guidelines and other onsite rules as per company's policy.

Yours faithfully

For CMS Computers Ltd.

Amit Parab
Manager Payroll & Compliance

Signature of Candidate



3. EMPLOYEE'S COMMITMENT BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT:
Employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.
4. NONSOLICITATION OF EMPLOYEES: Employee shall not solicit the employment of the competitors of the company or any employee of the Company, during the term of this Agreement and for a period of six months following the date of termination of this Agreement by either party for whatever reason without obtaining the proper clearance and the prior written consent of the Company.
5. REGULAR TERMS: You are not allowed to disclose your salary and other benefits to other employees of the company directly or indirectly. Without prejudice to the duties stated above, you will carry out such other instructions and orders as may be given to you by the undersigned/firm from time to time.
6. COMPUTATION OF WORKING DAYS: AS you are member of the Field Staff, your salary and number of days worked shall be computed/calculated on the basis of the Monthly Attendance Report submitted by you, duly evaluated & approved by your Reporting Authority, Your Payroll will not be processed unless, the reporting is in place.
Before go for any leave, this has to be granted by the concerned authority on written application by you with days prior intimation.
7. SUSPENSION/CANCELLATION OF THE CONTRACT: In case the company finds you casual in your attitude, not obeying the rules and the regulations in force, negligence in responsibilities and continual low performance. The company has the right to suspend or cancel the contract in written and you will lose the right to claim any obligations on the company. Your services will also be liable to be terminated at any time without any notice during the period of probation. Without assigning any reason. In all cases of more than 2 days of unauthorized absence from your responsibility, you will be liable for termination from your service. On termination, you agree to immediately without request, questions and claims deliver the company all information and physical asset given to you by the company.

This letter of appointment is being given to you in duplicate. Please return one copy of the Appointment Order duly signed by you as a token of your having read understood and accepted the appointment letter in its totality.

Yours faithfully
For CMS Computers Ltd.

Amit Parab
Manager Payroll & Compliance

PATNA MUNICIPAL CORPORATION

Ref No. - 3108201801

Dated - 31.08.2018

To,

CMS COMPUTER LIMITED,
70, LAKE ROAD KAYCEE INDUSTRIES COMPOUND,
BHANDUP (W) MUMBAI MAHARASHTRA, PIN CODE 400078.

Subject :- Monthly Service Performance Report for the month of **July against NICS I Work
Order No: M1803371, Dated: 27-08-2018, under the Project No: S163214MPGG.**

Sir/Madam,

In reference to aforesaid work-order issued by NICS I-New Delhi, the performance of the services provided by your firm during the period mentioned is as under:-

S. No	Details of the Services Provided	Qty	Service Period		Service Performance Details			
			From	To	S. No	Service ID No:	Gap in Service (in days)	Overall Performance Remarks (Satisfactory/un-satisfactory)
1	Office Assistance level-L1 for Region-1	1	02-07-2018	10-07-2018	1	Amit kumar	Nil	Satisfactory
2	Office Assistance level-L1 for Region-1	1	02-07-2018	10-07-2018		Vikash Kumar	Nil	Satisfactory
3	Office Assistance level-L1 for Region-1	1	02-07-2018	10-07-2018		Kriti	Nil	Satisfactory

(Signature & Stamp)

Name: _____

Designation: _____

पटना नगर निगम

उपस्थिति विवरणी

प्रमाणित किया जाता है कि श्री विकाश कुमार, सुश्री कृति एवं अमीत कुमार दिनांक 22.06.2018 से 10.07.2018 तक जन्म - मृत्यु शाखा पटना नगर निगम में कम्प्युटर ऑपरेटर के पद पर कार्य किये है । इस अवधि में इनका कार्य संतोषप्रद रहा है ।

M. L. 26/10/18

लोक सूचना पदाधिकारी
पूर्व निबंधक,
जन्म - मृत्यु शाखा
पटना नगर निगम
पटना ।

