

# Official Job Offer Letter Format

## Example Sample Template

Date\_\_\_\_\_

Mr./ Ms\_\_\_\_\_ ( Candidate Name)

Address\_\_\_\_\_

City, State & PinCode

### **Subject: Job Offer Letter for Employment Appointment**

Dear Ms. \_\_\_\_\_

With reference to the discussions we have had we are pleased to appoint you in our organization (Mention Company Name) on the following terms and conditions.

#### **1. LOCATION / PLACE OF POSTING:**

Your work location will be (Mention the Job Location). However based on organizational and business exigencies imperatives, you be transferred to a Company / Group location anywhere in India or abroad.

#### **2. DESIGNATION**

You will be designated as Manager Logistics – Import / Export.

#### **3. TOTAL COMPENSATION**

You Total Cost to Company (CTC) will be as per details mentioned in Annexure.

You will participate in the Provident Fund Scheme as application to your category of the employees Further you will be covered by Company sponsored and / or administered employee benefit programs as may come into force from time. Your compensation shall be reviewed annually as per the Company policy. Your increments are discretionary and will be subject to and on the basis of effective performance and results at the sole discretion of the Company. The remuneration shall be subject to deduction of taxes in accordance with Income Tax Act. 1961 and it shall be your responsibility to meet and

fulfil all tax liabilities and requirements under the above and other application laws including compliance and filing of tax returns etc.

#### **4. PROBATION AND CONFIRMATION**

You will be on probation for a period of six (06) month the start date of appointment. At the end of this period. Your service will be confirmed subject to your satisfactory conduct and performance. Your probationary period may short of expectation during the initial period of probation either by another six month or for a shorter as determined by the Company. In the event your conduct and performance is found unsatisfactory or if it falls short of expectation either during initial probationary period or during extended period of probation your services are liable to be terminated without assigning any reason.

You shall be deemed to be on probation until and unless your services are confirmed in writing.

#### **5.TERMINATION OF EMPLOYEMENT**

This contract of employment can be terminated by either party after giving:

- i. 15 day's notice or Gross Salary during probation.
- ii. One month notice or Gross Salary in thereof upon confirmation.

Upon termination by either party you will immediately hand over to the Company all property belonging to the Company and / or relating to its business, including but not limited to any Laptop, Mobile Instrument including SIM Card. Brochures, Specification, Formulae, Books, Documents, Market Data, Cost, Literature, Drawings, Effects or Records, etc and you undertake of all such material before processing your final settlement.

#### **6.PHYSICALAND MENTALFITNESS**

This offer is subject to your being found medically fit at the time of your joining and remaining fit during the tenure of your employment with us. The Company reserves the right to terminate your employment should your be found unfit at any point in time during the course of your employment and under such circumstances, the notice period specified in Clause 5 above shall not apply.

#### **7.GENERAL SERVICE CONDITIONS**

As part of your employment you are expected to comply with standards of business behaviour confirming to the code of conduct guidelines contained in various policies / procedures / rules and regulations. You are expected and required to familiarize yourself with these various Guidelines / Policies / Procedures / Rules or Regulations available with the Human Resource Department, and specifically note the following:

- a. You will wholly and exclusively in the time employment of the Company and are not permitted to carry on any other business, profession or employment. You will have to obtain prior written permission from the HR Head before undertaking any teaching, training or writing assignment and ensure that views expressed by you in the media / publications, if any are strictly your personal views.
- b. Any violation of code of conduct / acts that are a criminal offense or involve moral turpitude would invite appropriate disciplinary action including termination of employment.
- c. In addition to your usual duties you may be required to perform any work assigned to you by the Company / any officer of the Company where you may be posted for the time being.
- d. You will be covered by leave, holidays and working hour policies as application to employees at all locations and as set out in the Company policies.
- e. In the event you voluntarily terminate the contract of service or this appointment as the case may be within a period of One year from the joining date the company shall recover all that expenses incurred by the company towards your joining which shall include but not be limited to the relocation expenses ( charges for the transportation / packing / unpacking / loading / unloading charges ) for self spouse and children or any other amount paid to you in order to facilitate you joining us.

## **8. TRANSFER**

In view of organization and business needs, your services can be transferred by the Company in such capacity as the Company may from time to time determine anywhere in India or abroad to any one of the Company's department subsidiaries, Joint Ventures Associates etc. Consequent to such transfers, you will be governed by the terms and

conditions of service as application to your category of employee in the new organization and place.

## **9.RETIREMENT**

You will retire from the services of the Company upon attainment of Sixty years of age. The actual date of retirement shall be the last working day of the calendar month in which your 60<sup>th</sup> birthday falls. However you may be retired at any age before Sixty years during your services in the organization if you are unable to continue in service satisfactorily due to any form of physical or mental infirmity or are not able to perform the given work for any other reason whatsoever

## **10.STATEMENT OF FACTS**

Notwithstanding any other terms and conditions stipulated herein if at any stage during the tenure of your service it is found that any particulars or details furnished by you are incorrect and / or this agreement of service has been obtained by misrepresentation of facts, the Company shall in addition to taking such further and other action in civil and criminal law as it may be advised have the right to terminate your service forthwith without giving any notice. The company reserves the rights to conduct verification checks to ascertain facts if needed.

## **11.APPLICABILITY OF OTHER AGREEMENTS**

The Company has a policy of sponsoring certain employee for various training assignment with the Group Companies / Company's Technical Collaborators or any other Institutions / Organizations in India or abroad. Should you be selected for such an assignment you will diligently and beneficially take part in such assignment. Further all expenses towards travel accommodation and other related expresses (excluding any personal expenses) for such training (s) shall be borne by the Company. In the event you are unable to successfully complete such training or voluntarily terminate the contract of service or this appointment before completing one year from the date of such training you shall be liable for payment of all expenses incurred by the Company for such training (s) at the sole discretion of the Company.

## **12. INTELLECTUAL PROPERTY RIGHTS NON-DISCLOSURE AND CONFLICT OF INTEREST UNDERTAKING**

In course of your employment with the Company you will have access to certain confidential and proprietary information of the Company / parent company / subsidiaries and their activities. You will not at any time without the written consent of an authorized signatory of the Company disclose divulge or make public except on legal obligations any information related with Company's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your employment or otherwise.

Further if you conceive any new or advanced methods of improving process / formulae / systems in relation to the business / operation of the Company and / or any of its subsidiaries such development will be fully communicated to the Company and will remain sole right / property of the Company. The copyright for any software and other rights derived from the results of development and research through the research and development including without limitation right to apply for patent, copyright for the software technical documents and technical shall be that of Company.

You shall not disclose either during your employment or afterwards, by word of mouth or otherwise any information / details / particulars pertaining to any technical scientific, administrative policy matter including financial details pay packages / profile of employees and / or any other matter concerning the management or any of its subsidiaries etc. and / or any other matter / information / knowledge and / or skill that you may come to know / acquire during your employment with the management / its subsidiaries / any other concern where you may be posted during your employment.

Should any dispute arise out of or in relation to this Letter of Appointment and the matters dealt with therein, the same shall be referred to arbitration by a sole arbitrator to be appointed by the HR Head. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the venue of the Arbitration shall be New Delhi. The terms and conditions of this letter shall be governed and construed in accordance with the laws of India and subject to the provisions as to resort to arbitration, in the event of any dispute arising out of this letter, the Courts at New Delhi only shall have jurisdiction.

The invalidity or unenforceability of any part of this Contract shall not affect the binding effect of the rest of the letter

We take this opportunity to wish you many years of a rewarding and mutually enriching association with (Company Name).

Thanking you.

**For ( Company Name )**

**Authorized Signatory**

**ANNEXURE - 1**

Monthly Remuneration Worksheet			
<b>Name</b>	Mr / Ms.....		
<b>Designation</b>	Manager.....		
<b>Particulars</b>			<b>Remarks</b>
<b>Basic Salary</b>	Rs.....	Rs.....	
<b>GCC</b>	Rs.....	Rs.....	
<b>Transport Allowance</b>	Rs.....	Rs.....	
<b>Special Allowance</b>	Rs.....	Rs.....	
<b>Mobile</b>	Rs.....	Rs.....	
<b>Monthly Salary</b>	Rs.....	Rs.....	

<b>Employee PF Contribution</b>	Rs.....	Rs.....	
<b>Monthly Net</b>	Rs.....	Rs.....	

For (Mention Company Name)

**Employee Signature**

**Authorized Signature**