



## CONFIDENTIAL

To,  
Mr. \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir,

**Subject:- Offer Letter/ Appointment to the Post of " \_\_\_\_\_ "**

Reference your consent under terms and conditions of the Company, you are hereby appointed to the post of \_\_\_\_\_ subject to verification of your candidature, certification and other relevant documents.

You are required to confirm acceptance by signing and reverting this document no later than 7 days from the date of issue of this offer/ confirmation letter, failing which the job offer shall remain valid only at the discretion of the company.

You are required to report for duty on or before \_\_\_\_\_, failing which your candidature for the post mentioned above may deem to be cancelled.

You will need to submit the original and attested copies of following documents for our verification and return on the date of joining:

- 1-Passport Size photographs- 8 Nos;
- 2-PAN Card;
- 3-Aadhar Card;
- 4-Address Proof of Current residence;
- 5-Updated CV in Company's Format;
- 6-Highest Academic Qualification Certificate;
- 7-Highest Professional Qualification Certificate;
- 8-Passport, if applicable;
- 9-Yellow fever Vaccination card;
- 10-Seaman Book; if applicable;
- 11-US Visa;
- 12-Schengen Visa;
- 13-Experience Letter from previous employer (Waived for fresher);
- 14-Form 16 (TDS certificate), or equivalent statement of accounts from the previous employer for current Financial Year.

Under no circumstances must the terms and conditions of the Company, including but not limited to the Remuneration shall be revealed to any party / person not involved in concluding the terms and conditions of this Service Agreement. Any infringement of this clause entitles the Company to terminate terms of employment without notice and without compensation.

The terms and conditions of your appointment shall be as follows:

**A. General:**

You will be bound by the general terms and conditions of service and the rules and regulations the Company as amended from time to time. You shall abide by the



administrative instructions for the smooth and effective working of the Company.

**B. Reporting Entity:**

You shall report to the \_\_\_\_\_ and in his absence, you shall report directly to the General Manager.

**C. Job Description:**

The responsibilities and "Key Result Areas (KRA)" – on which your performance will be monitored- assigned to you is detailed in HR Manual, a copy of which is **attached as Annex** to this letter for your reference only.

Specific distribution of job will be assigned by your HOD and amended as required and deemed necessary. As per the Company's discretion, and as directed by your HOD, you may be assigned to undertake charge of different vessels /division/ job as maybe required.

The General Manager of the Company can authorize your transfer to different department/ role as deemed fit for the overall well-being of the company and / or your personal growth or as punitive action.

**D. Probation Period:**

You will be subject to a Probation period of 4 months, **ending on** \_\_\_\_\_. During the probation period, either side can terminate services with 1 months' notice without assigning any reason. If deemed necessary, your probation period maybe extended at the sole discretion of the Company for a further 2 months to satisfy ourselves of your performance. Your service, will be confirmed, upon receipt of a satisfactory performance report from your superior. You will deem to be on probation, until your services are confirmed in writing by the company.

**E. Remuneration:**

The All Inclusive Gross Annual Remuneration offered will be Rs. \_\_\_\_\_/- ( Rs. \_\_\_\_\_ Indian Rupees only), as per below

- a. Basic Salary:Rs. \_\_\_\_\_/- per month
- b. House Rent Allowance:Rs. \_\_\_\_\_/- per month
- c. Other Allowance:Rs. \_\_\_\_\_/- per month
- d. Leave Travel Allowance :Rs. \_\_\_\_\_/- per month
- e. Sodexo Meal Allowance :Rs. \_\_\_\_\_/- per month

**F. Increment and Bonus:**

The increment and Bonus shall be paid entirely on Company's discretion and if deemed fit as per your evaluation report. There is no fixed structure of any Increment and Bonus in current set-up and no such demand shall be entertained at any stage of your employment.

**G. Perquisites:**

The following shall be provided to you:

- a. Health Insurance under the Company's Medical Insurance for you and your family ( wife and dependent children under the age of 21 years)



- b. Travel Insurance required for travelling to destinations required as per company's requirement.
  - c. A Laptop Computer and a Cell Phone with company provided sim card.
  - d. Gratuity as per Gratuity Act of India
  - e. Home Internet Bill reimbursement upon presentation of monthly bill
  - f. Fuel, Toll and Parking Expenses reimbursement upon presentation of
    - i. Copy of RC Book
    - ii. Receipts of Fuel subject to maximum of Rs. \_\_\_\_\_/-
    - iii. Monthly Toll Receipts.
    - iv. Parking Fees Receipt if company is unable to provide you parking.
  - g. Within City limit travel expenses on company assignments as per below and as applicable for your rank:
    - i. Car- Rs. 8 per KM and parking/ toll as applicable
    - ii. Motorcycle- Rs. 2.25 per KM and parking/ toll as applicable
    - iii. Radio Taxi – As per receipt
    - iv. Other Taxi/ Auto – As per Approval of Manager prior consent.
  - h. The Company does not have a policy of a fixed daily Travel allowance, but all Travel / Boarding & Lodging costs incurred when travelling for work outside of Mumbai will be reimbursed, upon furnishing of Bills along with the Expense Report. For this purpose, the Company shall initially pre-fund you an amount of Rs. 1,00,000/- (Rs. One Lakh only). You are required to return this amount at the time when you leave the company.
  - i. You shall be entitled to Economy class air tickets to be arranged on company's account for all travel related to company. You shall liaise directly with company-approved vendors for all your travel arrangements. You shall limit the weight of your baggage to the airline allowance as indicated on the air ticket, or alternatively, bear the additional cost.
  - j. You shall be entitled to **3 star** hotel accommodation outside Mumbai for all travel related to company's assignment; or as booked by the agents at the location. During the stay at the Hotel, you are required to follow the rules of the hotel, maintain dignity and reputation of the Company, not indulge in any illegal activity and settle all personal expenses such as personal phone calls, bars, cigarettes, laundry, entertainment of guests, pay-channels on TV etc.
  - k. All Vaccinations as required for the country of Travel.
- H. Working Days and Leave Entitlement:

The Company maintains a five-day working week from Monday to Friday of the week. Employees have to work for 8.5 hours within office premises, including a lunch break of 30 minutes, commencing any time before 10AM of the day. However, you are expected to be on call at all time and monitor important activities requiring your attention.



You are entitled to following leaves of days earned, calculated pro-rata on 21 working days.

- i. Earned Leave: 21 working days
- ii. Sick Leave: 5 working days. A medical condition shall be certified by duly licenced Doctors. Prescription/ letter is required for any continuous sick leave of 2 days or more.
- iii. Festive Leave: As decided by Company's Management on yearly basis.

The Company does not offer any leave encashment nor do carries forward leave to next calendar year.

All request for leave should be submitted to the HOD and approved by the General Manager at least 1 month prior to leave days.

The date of leave as requested should be amended to the requirements of important work/ job scheduled for company.

The company reserves the right to cancel the leave already granted if the situation so demands.

**I. Notice Period and termination:**

Upon confirmation, thereafter your services can be terminated, by giving **2 months'** notice in writing, by either side.

In either of this eventuality as stated herein above, you undertake to serve the notice period as above or until the date the company decides to relieve you whichever is earlier. Recovery of salary in lieu of any unserved notice period will be at the discretion of the company. In the eventuality of non-service of the notice period, you shall be bound to compensate an amount equal to proportionate of your last salary drawn to the unserved notice period.

**Immediate Termination:**

The Company reserves the right to terminate the employee without any benefits under the following circumstances:

- i. Submission of false / forged documents or certification
- ii. Employee has adopted a false identification
- iii. Commits an error causing substantial material loss to the Company
- iv. Divulges any confidential information or trade secrets of the Company
- v. Is convicted by a court for offences of fraud or dishonesty
- vi. Violates any laws or instructions concerning safety of his / her work or that of his / her colleagues
- vii. Is intoxicated through drink or drugs at work
- viii. Assaults his/ her employer or any other member of management or staff
- ix. Absents himself/ herself without lawful excuse or HOD's Approval for more than 15 intermittent days in a year or 7 successive days.
- x. Has been found to be engaged in any such outside work that divides your attention or interest in Company's job.
- xi. Has been found to be soliciting, inducing or attempting to induce any employee directly or indirectly.



- xii. Has been proven guilty of Sexual Harrasment.
- xiii. Has been found to be accepting any commission, payment, gift, service, favour or any other advantage in connection with your work;
- xiv. Refusal of all legal orders;
- xv. Wilfully damaging, destroying or stealing property belonging to fellow employees or the Company.
- xvi. Using threatening or abusive language or actions towards a fellow employee;
- xvii. Sexually harassing fellow employee
- xviii. Possessing arms or weapons on company's property.

Planned Termination:

The Company reserves the right to terminate the services if there is no improvement observed despite 1 verbal and 2 written warnings on

- i. misconduct as deemed fit for working environment;
- ii. negligence in work;
- iii. performance / output;
- iv. intentionally providing false or misleading information to obtain leave of absence

II. Evaluation of Performance:

You will be evaluated for performance, technical abilities, conduct and behaviour as per company form every 6 months.

III. Code of Ethics:

You will observe office discipline and guard all secrets, which you may come to possess, during the course of performing your duties, and will not under any circumstances part with the Company's confidential information to any third party. You will devote your undivided attention to the Company's work and shall not engage yourself for any outside work for pecuniary benefits unless authorized by the Company. If the Company discovers at any time that you have engaged yourself in any such outside work without authorization, the Company reserves the right to take disciplinary action including termination of your services.

You will not absent from work or be late to work without valid reason or prior approval. You will not accept any commission, gifts, service, favours in relation of your work from any 3rd party vendors.

You will never intentionally harm the business and profitability of the Company.

IV. Cyber Security:

You shall respect the business module and equipment provided by the company. Accessing malicious websites, infecting computers and mobile phone with virus, copying and sharing company data for personal use and/or with third party is not to be carried out unless required for business of the Company.

V. Medical Fitness:

You will be required to undergo Medical Examination as per prevalent PnI rules, if travelling to vessel.



VI. Drugs and Alcohol:

You will not be involved in any kind of drug related activities and shall not consume alcohol while on duty or travelling on duty.

VII. Other Conditions:

- a. West Coast of Africa is a key trading area for the vessels, you will be required to travel to ports in those countries, and which may include Nigeria.
- b. If the situation so demands you may be requested to make a brief voyage onboard a vessel for purposes of executing your responsibilities.

The terms and conditions stated above is acceptable to me.

Signature

Name:

Confirmation of appointment on acceptance of terms and conditions by Mr.

\_\_\_\_\_.

Signature

Name:

Designation: