



Date: 22/11/2023

To,
Mr./ Ms. NILESHKUMAR KAWA,
Dahej - Bharuch.

Sub.: Appointment Letter

Dear Mr. / Ms. NILESHKUMAR KAWA,

You are being appointed as "Crane operator" in SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED with effect from 01/12/2023.

SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED is offering this position based on the Contract we have received from Adani Petronet Dahej Port Limited.

Terms and conditions governing your appointment are as under:

1. You will be entitled to the following:-
 - (i) Salary as per current salary structure.
 - (ii) Statutory benefits as applicable.
2. This contract with SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED will be valid for 5 Years. Further extensions are subject to company policies.
3. You will abide by the shift timings as per the assigned roster allocated to you from time to time.
4. You shall adhere to all the processes and procedures in force at APDPL, including but not limited to Operations and Safety procedures, Code of Conduct and other regulatory compliances as may be applicable.
5. You may be sent for training, if required, to any professional institution anywhere in the country for improvement of your skills and abilities. The entire cost of training will be borne by the company and during training, you will be entitled to full salary.
6. You will be posted at Dahej - Bharuch (Gujarat). You may however be required to work at any place of business which the Company has, or may later acquire.
7. In case you wish to resign from the services of the Company for whatsoever reason, you can resign by giving one month notice or the company will have the right to deduct one months' basic salary in lieu of such notice, in case such notice is not given.
8. However, if the exigencies of work so require, the management may not relieve you earlier than the expiry of the entire period of notice. It shall however, be open to the management to accept your resignation with effect from any date earlier than the one offered by you in your resignation or stipulated as per terms of your notice period.
9. The company reserves its rights to terminate your services without notice in case of any act of



- misconduct or breach of any of the terms of this employment implied or expressed on your part or any conduct which is detrimental to its interests. This is without prejudice to any other right or remedy which may be available to the company.
10. You will be liable for disciplinary action, if you refuse to do the assigned work or refuse to undergo training, which is as per requirement of the organization and shall not be entitled to salary for the period of such refusal.
 11. You will always be on your best behavior and conduct and shall be appropriately dressed (including PPE-Personal Protective Equipment) as per the rules of the Organization. You will not report for duty after having consumed any intoxicating drink or drug etc. and shall not, while on duty consume any intoxicating drinks, drugs etc. You will be liable for disciplinary action in case of violation of these rules.
 12. While on duty you will not indulge in any act adversely affecting service conditions.
 13. You will not indulge in any theft, fraud, dishonesty or misappropriation, or the gross negligence or willful misconduct, involving the property, business or affairs of the Company, or in the carrying out of your duties, including, without limitation, any breach of the representations.
 14. Except in connection with and specifically pursuant to the policy officially authorized by the company, you shall not accept, directly or indirectly take any money, objects of value, or favors/discounts from any person or company that has or is doing or seeking business with the company.
 15. You shall not, without the express consent of the Management/Competent Authority, call for Press meets, brief the Press or speak to the Media or participate in discussions, forums etc. in the media, to discuss any issues related to the business of the Company or future prospects or projections of the Company.
 16. SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED recognizes that Sexual Harassment violates fundamental rights of gender equality, right to life and liberty and right to work with human dignity as guaranteed by the Constitution of India. To meet this objective, measures shall be taken to avoid, eliminate and if necessary, impose punishment for any act of sexual harassment, which includes unwelcome sexually determined behavior as per the SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED's & APDPL's policy against Sexual Harassment.
 17. You will refrain from indulging in activities which may hamper the image of the SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED / APDPL or in any act subversive of discipline. The Company reserves the right to initiate disciplinary action as may be deemed fit against you if you are, at any time, found guilty of a breach.
 18. This employment offer is subject to the laws of the jurisdiction in which the employee is based. Any disputes or legal matters arising out of or in connection with this employment, including but not limited to termination, compensation, or any other employment-related issues, shall be subject to the exclusive jurisdiction of the courts in Mundra - Kutch (Gujarat). Both parties agree to submit to the personal jurisdiction of these courts.
 19. Substance Abuse - To meet our responsibilities to you, Customers and Investors, SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED shall maintain a healthy and productive work environment. Misusing controlled substances or selling, manufacturing, distributing, possessing,



using or being under the influence of illegal drugs and alcohol on the job is absolutely prohibited.

20. You shall not use threatening words, or assault or commit acts of violence or possess weapons, firearms, ammunition, explosives or
 - Incendiary devices in the workplace, on work premises or in work vehicles or elsewhere.
 - The list of behaviors, while not inclusive, provides examples of conduct that is prohibited by this policy:
 - Causing physical injury
 - Making threatening remarks
 - Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
 - Intentionally damaging employer property or property of another employee
 - Committing acts motivated by or related to sexual harassment or domestic violence.
21. You shall be responsible for protecting the property provided to you in the due discharge of your duties.
22. Your Age of retirement will be 58 years.
23. This appointment letter is subject to you being medically fit for the job assigned at all times during your service. as per the guidelines of Safety & Occupational Health department of APDP applicable from time to time.

We are consciously endeavoring to build an atmosphere of trust, openness, responsiveness, autonomy and growth among all members to the SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED family. As a new entrant, we would like you to whole-heartedly contribute in this process.

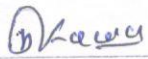
As a token of acceptance of the above terms and conditions, you are requested to sign the duplicate copy of this letter and return to us.

For SHIV ENGINEERING AND PORT SERVICES PRIVATE LIMITED

Authorized Signatory

I have fully understood and accept the terms and conditions stated above.

Name - NILESHKUMAR KAWA

Signature - 

Date - 30/11/23

Place - _____



ANNEXURE

Name : NILESHKUMAR KAWA
Designation : Crane operator
Location : Dahej - Bharuch
Start date : 01/12/2023

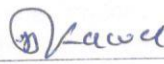
Basic	14179
HRA	7090
Edu. Allowance	0
Conveyance Allowance	0
Other Allowance	15582
Medical Allowance	0
Bonus Gross	1181
GROSS SALARY	38032
Employer PF Contribution @12%	1800
PF Admin @0.5	75
EDLI @0.5	75
Personal Acc. Insurance	0
Group Acc. Insurance	35
TOTAL CTC	40017
Deduction - Employee PF @12%	1800
Deduction - Employer PF @12%	1800
Deduction - Professional Tax	200
Net Take Home Salary	36032

**The net salary is subject to income Tax.

**Professional tax will be deducted as per state norms.

**Any other Allowance apart from the aforementioned structure will be calculated separately.

Name - NILESHKUMAR KAWA

Signature - 

Date - 30/11/23

Place - _____