#### SYAMA PRASAD MOOKERJEE PORT, KOLKATA

### Engagement of Professional Functionaries, on contract, under SMP, Kolkata

Syama Prasad Mookerjee Port, Kolkata invites applications from amongst the eligible Indian Nationals for engagement of professional functionaries on contract basis, provisionally for a period of three (03) years, subject to annual performance review of the candidate, after completion of each calendar year of service.

2. The details of eligibility criteria and terms & conditions for such engagements are given below: -

	Category: Corporate Legal							
Sl. No.	Name of the Post & Job Responsibilities	Educational Qualification	Experience	Upper age limit	Monthly Remuneration (in Rs.)*			
1.	Sr. Manager	Degree in	10 years work	45	1,60,000/-			
	(01 post)	Law from a recognized National /	experience in Legal wing of Corporates.	years	1,00,0007			
	Role & Responsibilities:	International University	Proven track record in					
	He will provide strategic vision & plan in the implementation of various initiatives of the Port for better image building.	Desirable: Master's degree in Corporate /	contract negotiation and drafting.  Desirable:		v.			
	<ul> <li>Responsible for managing a team, establishing goals &amp; objectives, managing performance &amp; deliverables and developing &amp; mentoring staff.</li> </ul>	Maritime Law from a recognized National / International University.	Experience in Port / Shipping Sector Practicing experience as an Advocate.					
	<ul> <li>Will advise and act on review and provide legal advice on tender documents.</li> <li>Liaise with relevant</li> </ul>							
	Department to ensure that where legal risks have been identified, appropriate courses of action have been taken.							
	<ul> <li>Provide legal protection and risk management advice to Management especially on contract management.</li> </ul>			(Å)				
	<ul> <li>Also take care of policy development, litigation management, regulatory compliance, contract negotiation etc.</li> </ul>							

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2.	Manager  (01 post)  Role & Responsibilities:  Liaise with relevant department to ensure that where legal risks have been identified, appropriate courses of action have been taken.  Continuously monitor compliance with statutory obligations and advise management accordingly.  Review progress of outstanding litigation and liaise with the external lawyers etc.	Law from a recognized National / International University  Desirable: Master's degree in Corporate / Maritime Law		40 years	1,20,000/-
	Category	: Environment a	and Safety	K	
3.	<ul> <li>Manager</li> <li>(02 posts)</li> <li>Role &amp; Responsibilities:</li> <li>Develop, implement and manage long term port environmental programs such as the Green Marine program, sustainability plan, air strategies, tenant environment plan and tenant lease management.</li> <li>Represent the Port in local, state and federal agency meetings.</li> <li>Assist in the development and updating of the port,s comprehensive scheme of Harbour improvements and strategic plan.</li> <li>Monitor and conduct regular mock drills to train the employees at different levels for safety.</li> </ul>	A Post Graduate Diploma in Environmental Science / Environmental Engineering from a recognized National / international University  Desirable: A Post Graduate Diploma in safety Engineering / industrial Health.	experience in Environmental Assessment / Regulations  Desirable: Experience in Port / Shipping Sector / infrastructure / Heavy Engineering. Must have broad knowledge in training and direct experience in interpreting and navigating environmental regulations and issues encompassing local, and	years years	1,20,000/-
			federal regulatory requirement and permit processes.		

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Category: Information and Communication Technology (ICT)								
4.	Senior Manager	First Class	9 years'	45	1,60,000/-			
			experience in	years				
	(02 posts)	B.E./B.Tech	Executive		×			
		in Computer						
	Role & Responsibilities:		Programming					
Ш	<ul> <li>Will be responsible but not</li> </ul>	Engineering /	/ Electronic		8			
	limited to defining the need,	Information	Data					
	identifying the vendors,	Technology /						
	sourcing etc, and facilitate	specialization						
	implementation, primary	in relevant	3					
	support, maintenance,	field of IT	design &					
	training of users, testing the	from a	Analysis /					
	release management.	recognized	relevant					
	<ul> <li>Actively participate in</li> </ul>	university /	fields of					
	Industry and other	institution.	Information					
	Professional networks to		Technology in					
	ensure awareness of industry	Desirable:	any					
	standards, trends and best	Post	industrial /					
	practices in order to	Graduate	Commercial					
	strengthen organizational	degree in	organization					
	and technical knowledge.	Computer						
	<ul> <li>Controlling and evaluating IT</li> </ul>	Science &	Desirable:					
	and electronic data	Engineering /	Experience in					
	operations.	Information	Port /					
		Technology	Shipping					
		from a	sector					
		recognized						
		University /						
		institution.						

- \* The above amount will be subject to a maximum of 5% annual increment. He/she will no t receive any other allowance and or DA
- 3. The candidates fulfilling the above eligibility criteria and agreeable to the Terms & Conditions given in "Annexure-A" for engagement may submit their applications (in hard copies) as per attached proforma under "Annexure-B" on or before 16.04.2025, duly superscribing on the envelope "Application for engagement as Sr. Manager (Corporate Legal) / Manager (Environment & Safety) / Sr. Manager (ICT) on contract" addressed to Secretary, General Admin. Deptt., Syama Prasad Mookerjee Port, Kolkata, at 15, Strand Road, Kolkata 700001, along with the following relevant documents: -
- (i) Age Proof Certificate (Birth Certificate issued by appropriate Authority/Admit card of Board Examination).
- (ii) Educational and Professional Qualification Certificates / Mark Sheets.
- (iii) Experience Certificate(s).
- (iv) 2 recent passport size photographs.
- (v) Any other relevant certificates and licenses.
- (vi) Photo identity card issued by Govt. of India (Voter/PAN Card/Passport/Driving License etc.) in original.

 $[In\ case\ of\ applying\ for\ multiple\ posts,\ separate\ applications\ are\ to\ be\ submitted]$ 

- 4. The candidates, fulfilling the eligibility criteria, shall be called for Written/Proficiency Test and/or Personal Interview (as will be decided by SMP, Kolkata), the date, time and venue of which will be intimated in due course.
- 5. Fulfilling the essential criteria and submission of self-attested photocopies of relevant documents with application form is mandatory for consideration of the candidate's candidature. Incomplete applications or applications not made following the stated procedure or received after the due date will not be considered.
- 6. The selected candidate will be posted under Kolkata Dock System (KDS) / Haldia Dock Complex (HDC), as per the decision of the Competent Authority of SMPK.
- 7. Mere submission of application does not confer any right or claim on the candidates for engagement as **Sr. Manager (Corporate Legal) / Manager (Environment & Safety) / Sr. Manager (ICT) on contract.** SMP, Kolkata reserves the right to cancel/withhold the selection process without assigning any reason thereof. If any application is found to be incorrect/false even after engagement, the contract is liable to be terminated forthwith. The selected candidates shall be required to submit an Antecedent Verification report, issued by the appropriate Police Authority and undergo medical fitness test before joining the service.

(S.S. Chatterjee) Sr. Dy. Secretary-II For Secretary

# TERMS AND CONDITIONS FOR CONTRACTUAL ENGAGEMENT IN SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMPK)

1. The contractual engagement will be provisionally for a period of three (03) years (as already mentioned in the advertisement) and extendable upto two (02) years. The renewal of the contract will be subject to annual performance review of the candidate after completion of each calendar year of service. On expiry of the term of the contract, SMPK reserves the right to enter into any fresh contract for such period and on such Terms and Conditions as may be mutually agreed upon by the parties.

[Grading Range: A – Outstanding, B – Very Good, C – Good or Satisfactory, D – Poor, Minimum Benchmark – Very Good].

- 2. He/she will be allowed to avail weekly day off, closed holidays, national holidays & Casual Leave as applicable to regular officers with prior permission of reporting HoD. Failure to report for duty will entail deduction of wages on pro-rata basis.
- 3. Working days/hours would be on par with regular employee/officer. This includes overstayal beyond normal working hours in case of exigencies.
- 4. He / She should not leave the headquarters without prior permission.
- 5. The Port will reserve the right to terminate the contract at any time on the ground of misconduct or otherwise, without any notice.
- 6. He / She has to give 3 months advance notice prior to leaving the contract engagement. If he/she leaves without notice, or without acceptance of notice of termination, the amount due, i.e. consolidated pay payable will be forfeited.
- 7. The engagement is purely on contract basis and will not confer any right to claim regular appointment, etc.
- 8. He / She cannot claim any right/title/interest at par with the regular employees of the Port on similar or any other post doing similar work or otherwise.
- 9. He / She will be entitled for medical treatment in the Port hospital to the extent the facilities are available in-house, for self only. No medical claims for treatment in any other hospital/facility will be entertained.
- 10. The candidate may avail of the facility of SMPK accommodation (unfurnished) on payment of licence fee, rent as applicable. In such case, the candidate will be required to furnish advance security deposit equivalent to one month's rent/licence fee and he/she will be required to handover possession of the quarters within one month from the date of termination of contract. The security deposit amount would be refunded only after adjustment, on pro-rata basis, against the rent/licence fee of the period of occupation, beyond termination. In case of failure to vacate the quarters within this stipulated time, appropriate legal and police action will be initiated against the incumbent, holding him / her responsible for the costs and consequences thereof.
- 11. The contractual appointment will be subject to verification of antecedents by the Police. If any adverse report is received from the Police, his/her services are liable to be terminated.
- 12. He / She will not be permitted to take any other assignment during the period of contract with the Port.

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- 13. On official tour outside the headquarter, the entitlement to TA/DA will be as per **Annexure** *I*.
- 14. The contractual appointment will be subject to the candidate being found medically fit, as per the requirements of the Port.
- 15. He / She will maintain absolute integrity and devotion to duty and will be liable for penal action for misconduct or causing loss to Port property attributable to him/her during the period of contractual engagement.
- 16. The selected candidate will be prohibited from using or sharing information, not publicly disclosed, which he / she may obtain during the course of work for SMPK, for his / her personal gain or advantage, or for the personal gain or advantage of anyone with whom he/ she improperly shares such information. This restriction applies to such information related to any company, not just SMPK and its clients and their affiliates. During the engagement, the selected candidate will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of his / her previous employment(s) with other organizations) in an unauthorised manner. In case the incumbent fails to abide by this condition, appropriate legal and police action will be initiated against the incumbent, holding him / her responsible for the costs and consequences thereof.
- 17. He / She will be governed by the Official Secrets Act, 1923, as amended from time to time and will not disclose any information/date available during their engagement to any unauthorized person(s)
- 18. The engagement is subject to satisfactory verification of certificates, testimonials and personal particulars/ credentials of the selected candidate. SMPK reserves the right to get a background check (including criminal history record search, education and employment; and personal details verification) conducted on the selected candidate, which the selected candidate should explicitly agree to.
- 19. After the engagement, if antecedent verification reveals any discrepancy in the statement(s) made in the application or in the bio-data with SMPK or in the declarations made by the selected candidate, his/her engagement is liable to be terminated forthwith without any notice or compensation.
- 20. The selected candidate will be required to use the SMPK provided e-mail ID and Internet for SMPK's business purposes. He / She will not share his / her access card with anyone else and maintain good housekeeping practices. It is expected, the selected candidate will attend office in a professional manner at all times.
- 21. The selected candidate will not, during the engagement with SMPK divulge to anyone any information, secret, accounts or dealings relating to SMPK's business, its affairs or its clients, service providers, sub-contractors or vendors, other than to the authorised SMPK officials.
- 22. On discontinuation of engagement, the selected candidate will return to SMPK, all papers and documents and all other property pertaining to SMPK or affairs of SMPK or its client or any of its associates or branches, which may be in his / her possession, and will not retain any copy or extract there from.
- 23. In case of any breach of confidentiality caused by the selected candidate, either during or after the termination of engagement with SMPK, he / she will be personally liable to SMPK.
- 24. The selected candidate must not host, display, upload, modify, store, make available or transmit, publish, update or share in or through the Facilities of SMPK or otherwise any information or material which:

- Belongs to another person to which the selected candidate does have no right and / or which infringes any person's intellectual property rights;
- Is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts;
- Contains any virus, harmful component or corrupted data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the computer resources and Facilities of the Firm.
- Contains any unlawful advertising, promotion or solicitation;
- Violates any applicable law or regulation;
- Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- Is grossly offensive or menacing in nature;
- Impersonates another person;
- 25. SMPK reserves the right to take all reasonable steps to protect its interests. This includes ensuring that systems and equipment are used for the proper purposes. The selected candidate must understand that there may be regular checks in respect of usage or access of SMPK's system and equipment. For the avoidance of doubt, this includes, telephone system, computer resources and systems, use of E-mail and internet systems and the postal system ("Facilities"). The selected candidate must also understand SMPK reserves the right, without notice, to access, listen to or read nay communication or content made or received by him/ her on its Facilities, to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control and staff training purposes, to prevent or detect crime (including 'Hacking'), to intercept for operational purposes, such as protection against viruses and making routine interceptions such as forwarding e-mails to correct destinations, to check voice mail systems when the selected candidate may be on holiday or on sick leave.
- 26. Upon leaving SMPK, the selected candidate will not, without prior written consent of SMPK, canvass, solicit, interfere with or entice away any person, Firm or corporation who has, at any time during his / her employment with SMPK, been:
- A client of SMPK with whom he / she has had contact or been involved in the provision of services, or
- An employee of SMPK.
- 27. SMPK, from time to time, may sponsor selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of SMPK. In consideration of being chosen for such training programs, at option of SMPK, the selected candidate will be required to give an undertaking whereby he / she shall agree to continue to provide services diligently in the areas he / she acquired training and not leave SMPK for a prescribed period after completion of training.
- 28. Additionally, Sick Leave to the extent of 10 days within the period of engagement of twelve months (from the date of engagement) due to illness may be allowed without any deduction from the remuneration on the basis of certification from SMPK, Medical Officer. Maximum 50% of unavailed Sick Leave may be carried forward to the next year, subject to the same being within the tenure of contract period. Intimation of sickness should be reported to the immediate Reporting Officer forthwith in writing together with the certificate of illness from a registered medical practitioner, in addition to verbal intimation over phone.
- 29. SMPK reserves its right to take appropriate legal action for the following events:

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- (i) Misconduct
- (ii) Breach of instructions by a contractual employee
- (iii) Failure to safeguard the assets of SMPK
- (iv) Activities which bring SMPK into disrepute
- (v) Any furnished declaration is false
- (vi) The contractual employee is found to have wilfully suppressed any material information
- (vii) Criminal conviction by court of law
- (viii) Failure to adhere to SMPK Policy, office procedures and related items that may be in force from time to time or
- (ix) Where situations warrant action outside the above

In the event that SMPK exercises this right, it may, at any time during the course of the engagement, by stating their intention to do so in writing, terminate the contractual engagement without giving notice or one month's salary payment in lieu of that notice, in addition to taking any other legal action as deemed fit.

- 30. The canteen facility of KDS, as are available to other employees would be extended to the selected candidate.
- 31. The selected candidate will be required to sign legal / financial document, as the case may be, that may be required to be signed in exigencies of work during his / her day-to-day functions. In such case, it will be the sole responsibility of the selected candidate to get such document approved and countersigned by the Competent Authority.
- 32. The condition contained herein are indicative only and can be modified from time to time.

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## Application for Engagement as

Self-attested
Photograph
of the candidate
to be affixed here

i)	Nam	e					
ii)	Father's / husband's name						
iii)	ii) Date of birth (Self-attes proof to be enclosed)		sted copy of				
iv)	Perm	anent address					ø.
v)	Addr	ess for communica	ation		,		
vi)	Natio	onality					,
vii)	Mari	tal status					
viii)	Relig	ion					
ix)		Educational qu	alifications with		_	of mark	s obtained
9			(Class/I	)iv	rision)		
Course/Examination		nation	Subject of Specialization	or	Name of institute/university		Percentage (%) with Division / Class
Secondar	ry /	Madhyamik (or					
equivaler	1.50						
Higher S	econd	ary					ı.
Graduati	on						
Post-Gra	duatio	on Degree					
x)	3	Professional qual	ification				
xi)		Working Experien	nce		<u> </u>		
Company	7	Scale of pay &	Post/Designatio	n	Period		Duration
Name		Present Basic	-		(	to	
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7211)		Phone number		_			w
* .		Market			(8)		
xiii)		E-mail address					* 90
xiv)		Any other relevant information				2	
xv)		Signature of the candidate			00		

#### Annexure I

#### TA entitlement for professional functionaries while on official tour

#### By Air/Rail

Economy Class by Air or AC-II by Train

\* Mileage points earned by air travel should not be used for private purpose.

#### By Road

- Places connected by rail Fare limited to train fare by entitled class.
- Not connected by rail Taxi /own car/any bus including AC bus
- Rates for Road Mileage

The road mileage may be calculated at the following rates:

For journey performed by own car/ taxi	Rs. 24.00 per km
For journey performed by Auto Rickshaw/Scooters	Rs. 12.00 per km

#### **Daily Allowance**

Pay Scales	Daily Allowance
(Rs.)	
Chief	Reimbursement for Hotel accommodation / Guest House uptoRs. 4500
Manager	+ GST per day, reimbursement of AC taxi fare upto 50 kms per diem for travel within the city and reimbursement of food bills not exceeding Rs.
	1000 + GST per day.
Sr.	Reimbursement for Hotel accommodation/ guest house upto Rs.2250 +
Manager	GST per day, reimbursement of Non-AC taxi fare upto Rs.338 per diem
Manager	for travel within the city and reimbursement of food bills not exceeding
	Rs. 900 + GST per day.

#### Reimbursement of Food Charges:

• There will be no separate reimbursement of food bills. Instead, the lumpsum amount payable as above and, depending on the length of absence from

headquarters, will be regulated as per the table given below. Since the concept of reimbursement has been done away with, no vouchers will be required.

Length of absence	Amount payable
If absence from HQ is < 6 hours	30% of lumpsum amount
If absence from HQ is between 6 hours to 12 hours	70% of lumpsum amount
If absence from HQ is > 12 hours	100% of lumpsum amount

Absence from HQ will be reckoned from midnight to midnight and will be calculated on a per day basis.