

**Syama Prasad Mookerjee Port, Kolkata**

Syama Prasad Mookerjee Port, Kolkata intends to engage one “Hindi Translator-cum-Assistant” on contractual basis for General Administration Department (Main) under Kolkata Dock System for the period of 3 years. The selected candidate will be paid for fixed consolidated remuneration of Rs. 25,000/- per month, Eligibility criteria of the engagement is furnished below:

**Essential criteria:**

- I. **Age** – Not below 35 years and upper age limit is 62 years as on 01.06.2022 (with age - proof certificate).
- II. **Educational Qualification** - Graduation with Hindi and English as two elective subjects. Candidates with post-graduation in Hindi will be preferred (with proof of certificate).
- III. **Experience** – At least 2 years working experience in translation job from Hindi to English and vice-a-versa in any Major Port / Autonomous Body / Local Authority / Statutory Organization / PSU / Government Company / Ministries of Department of Central / State Government / Reputed Concerns (with proof of certificate).

**Or**

At least 2 years working experience in Hindi teaching / Journalism (with proof of certificate).

- IV. **Knowledge of Computer application in Hindi** is a must (the candidate should be proficient in typing in Hindi Unicode (Certification is not required but practical test will be held).

The terms and conditions of the above engagement are enclosed herewith.

2. The selected candidate will be responsible for all functions related to the implementation of Official Language Act, Rules & Policy of Govt. of India in Syama Prasad Mookerjee Port, Kolkata. Translation from English to Hindi & vice versa; Assisting in various jobs related with training in Syama Prasad Mookerjee Port and any other work as assigned to him/her by Syama Prasad Mookerjee Port authorities from time to time.
3. Written Test and Translation from English to Hindi & vice versa etc. will be held on dates fixed for the purposes which will be notified to eligible candidates. The cut off marks for written test will be 50% of the total marks. The candidates, who qualify in the written test will be called for Hindi Typing Test and Personal Interview in due course.
4. The interested candidates should submit applications, containing detailed Bio-Data (application format enclosed) including name, date of birth, father's / husband's name, permanent address, address for communication, nationality, religion, marital status, educational and professional qualifications, experience, extra-curricular activities, phone numbers, e-mail address with two recent Passport size photographs.
5. All applications are addressed to Sr. Personnel Officer, Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata – 700 001 furnishing details Bio-Data in sealed envelope superscribing “ Application for contractual engagement of Hindi Translator-cum-Assistant”. The last date of receipt of application is 11.06.2022 by 17.00 hrs.

**Sr. Personnel Officer**

**TERMS AND CONDITIONS FOR CONTRACTUAL ENGAGEMENT IN  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**(Terms and Conditions)**

1. The contractual engagement will be provisionally for a period of three years, subject to annual performance review of the candidate after completion of each calendar year or as per clause 23 of this Terms and Conditions. On expiry of the three years contract, SMPK reserves the rights 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. 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.
3. After the engagement, if such 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 are liable to be terminated forthwith without any notice or compensation.
4. The candidate may avail of the facility of Syama Prasad Mookerjee Port, Kolkata 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.
5. The office of the selected candidate will normally be at Head Office, SMPK. However, the candidate may be required to work at any place within the jurisdiction of the Syama Prasad Mookerjee Port.

6. The candidate will normally be required to work as per practice followed in his/her place of posting. However, in case if necessity, he/she may be required to work on Saturday without compensation, monetary or otherwise. For work on weekly off day/declared National Holiday in exigency, he/she will be granted a compensatory day off / rest, conveniently in lieu thereof and for this, no other compensation, monetary and otherwise would be granted.
7. The selected candidate will be required to use the SMPK provided email ID and Internet of 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.
8. 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 employments(s) with other organizations) in an unauthorized 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. 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. 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.
9. 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 authorized SMPK officials.
10. 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.
11. 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.

12. 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 rights 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 or another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling or otherwise unlawful in any manner whatever;
  - Is grossly offensive or menacing in nature;
  - Impersonates another person;
13. 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 Email 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 any 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 protecting against viruses and making routine interceptions such as forwarding emails to correct destinations, to check voice mail systems when the selected candidate may be on holiday or on sick leave.
14. 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/her have had contact or been involved in the provision of services, or
  - An employee of SMPK.
15. 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 and 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.
  16. The selected candidate will not be allowed to continue his/her engagement in any other remunerative occupation during the tenure of the entire contract period. During the continuance of engagement with SMPK, it is a condition of contractual engagement that the selected candidate will not engage in any other trade, business or occupation, including private practice and consulting, without obtaining prior written permission of SMPK.
  17. The selected candidate will be entitled to 15 days leave per year within the period of his/her engagement (from the date of engagement) which may be availed of with prior approval. For any unauthorized absence in excess of 15 days, pro-rata deduction will be made from the consolidated remuneration.
  18. 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 Syama Prasad Mookerjee Port Trust Medical Officer. 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.
  19. The selected candidate will be entitled to indoor and outdoor medical facilities as are available in Syama Prasad Mookerjee Port Trust Centenary Hospital for self only till such time he comes under the coverage of such benefits admissible under ESI Act. The outdoor medical facilities as are available in Syama Prasad Mookerjee Port Trust Centenary Hospital may also be availed of for spouse. However, no reimbursement for medicine / medical articles purchased from outside, diagnostic test done outside or treatment receipt outside will be allowed. This restriction will not apply for treatment of injury caused due to accident arising out of and in course of employment to the selected candidate.
  20. On official tour outside Headquarter, the candidate will be entitled to TA/DA as admissible to the regular incumbent to the post of Sr. Translator.

21. The candidate will be responsible for the charge and care of the Syama Prasad Mookerjee Port's money, goods and stores and all other properties that may be entrusted on him and he/she will be accountable for the same.
22. SMPK reserves its right to take appropriate legal action for the following events:
  - (i) misconduct (ii) breach of instructions by an 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 warrants 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.

[“Misconduct” is to be dealt in terms of the Syama Prasad Mookerjee Port Trust Employees’ (Classification, Control and Appeal) Regulations, 1987 and its time to time amendment]

23. The contractual engagement may be terminated by giving one month's notice from either side. However, the engagement is terminable on 24 hours notice for unsatisfactory performance and/ or any act considered to be derogatory / detrimental to the interest of the Syama Prasad Mookerjee Port.
24. The selected candidate, while leaving SMPK service, will be required to return to SMPK, all documents, including copies thereof and property including but not limited to corporate mobile phone, internet data card and comply with licensed accommodation terms, where applicable, before the last working day in order to obtain release. The candidate will also be specifically restrained from keeping copies or extracts of any of the Firm's or client's documents with him/her, after release from the services of SMPK, except with specific written permission from SMPK. As part of exit formalities, he/she will have to provide in writing to SMPK that he/she has not retained any data / confidential information relating to SMPK and / or its clients and that he/she will be personally liable to SMPK and / or its clients in the event that it is found that any data / confidential information was nevertheless retained by him/her. This liability shall remain whether or not any such data / confidential information is later disclosed by him/her.
25. The selected candidate will not be allowed to continue his/her engagement in any other remunerative occupation during the tenure of the entire contract period. During the continuance of engagement with SMPK, it is a condition of contractual engagement with SMPK, it is a condition of contractual engagement that the selected candidate will not engage in any other trade, business or occupation, including private practice and consulting, without obtaining prior written permission of SMPK.

26. The conditions contained herein are indicative only and can be modified from time to time.
27. The selected candidate will be required to sign legal/ financial documents, 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.
28. The person on contractual engagement will have to subscribe the stipulated percentage of his wage to the ESI and EPF authorities as provided under ESI Act, 1948 and EPF and Miscellaneous Provisions Act, 1952 as may be applicable and admissible time to time. The required percentage of wage would be deducted from the salary and remitted to the concerned authority. Syama Prasad Mookerjee Port Trust would also subscribe the employer's contribution to the said authorities in favour of the person on contractual engagement as per provisions of ESI Act, 1948 and EPF and Miscellaneous Provisions Act, 1952 as may be applicable and admissible time to time.

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