

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

Syama Prasad Mookerjee Port, Kolkata intends to engage 1 (One) Gas Mask Diver on contract basis, in Mechanical & Electrical Engineering Department for a period of 3 (three) years as per terms and conditions enumerated below, for which applications are invited from the eligible candidates :-

2. The candidates must possess the following qualifications and experience:-

Post	Upper Age limit	Required educational & other qualification and experience
Gas Mask Diver	40 years	a) The candidate must possess Diving Certificate from Indian Navy or from any reputable commercial firm having the experience of Diving upto a depth of minimum 60 ft. b) The candidate must have experience of Diving at least for a period of 5 years. Diving experience in tidal condition will be preferred..

3. All applications addressed to "Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, 8, Garden Reach Road, Kolkata - 700 043" furnishing detailed Bio-data, as per following format should be submitted in sealed envelope super-scribing "**Application for contractual engagement of Gas Mask Diver**" by 5<sup>th</sup> October, 2021 :-

- Name
- Father's Name
- Date of Birth
- Permanent Address
- Address for communication
- Nationality
- Educational / Professional Qualification
- Post qualification experience
- Extracurricular activities
- Contact Telephone No.
- Email ID
- Other relevant information

4. Self attested photocopies of the following documents should be enclosed with the application :-

- i) Age proof certificate
- ii) Educational and professional qualification certificates
- iii) Two recent passport size photographs (attestation on back side)
- iv) Identity Certificate (Aadhaar Card /Voter Card, etc.)

Incomplete in any respect or applications received after the due date will be summarily rejected. Candidates are advised to consult SMP, Kolkata's website ([www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in)) to ascertain names of short listed candidates, date of written test/ interview, result of selection etc.

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**Terms & Conditions of contractual engagement**

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-4 of this Terms and Conditions. On expiry of the present contract, SMP, Kolkata 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. The contractual engagement may be terminated by giving three 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 SMP, Kolkata.

3. The engagement is subject to satisfactory verification of certificates, testimonials and personal particulars/credentials of the selected candidate. SMP, Kolkata 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.

4. After the engagement, if such antecedent verification reveals any discrepancy in the statement(s) made in the application or in the bio-data with SMP, Kolkata or in the declarations made by the selected candidate, his/her engagement are liable to be terminated forthwith without any notice or compensation.

5. The candidate will be required to perform duties for 12 hours in a day and six days in a week for which he will be paid a fixed consolidated monthly remuneration of Rs.25,834/- (Rupees Twenty Five Thousand Eight Hundred Thirty Four only). He will be required to perform duties for 24 hours at establishment where deployment is of continuous nature round the clock, for several days together, for which additionally he will be provided free food and boarding.

6. The candidate will normally report to Executive Engineer (DBM) or his nominated officer for further deployment under Mechanical & Electrical Engineering Department. The candidate is responsible for Diving activities in the Docks, River, or any other underwater inspection and when required. Further, he may be required to work at any place within the jurisdiction of the SMP, Kolkata.

7. The candidate may avail of the facility of SMP, Kolkata accommodation (unfurnished) on payment of license fees, rent, as applicable. In such case, the candidate will be required to furnish advance security deposit equivalent to one month's rent/license 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/license 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.

8. The selected candidate will be required to work full time for 6 days in a week and will normally be entitled to a weekly off day. However, in case if necessity, he/she may be required to work on Sunday or weekly off day 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.

9. 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

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unauthorized absence in excess of 15 days, pro-rate deduction will be made from the consolidated remuneration.

10. 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 the SMP, Kolkata Medical Officer. Intimation of sickness should be reported to the immediate Reporting Officer forthwith in writing together with certificate of illness from a registered Medical Practitioner, in addition to verbal intimation over phone.

11. The selected candidate will be required to use the SMP, Kolkata provided e-mail ID and Internet for SMP, Kolkata'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.

12. 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 SMP, Kolkata, 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 SMP, Kolkata 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 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.

13. The selected candidate will not, during the engagement with SMP, Kolkata divulge to anyone any information, secret, accounts or dealings relating to SMP, Kolkata's business, its affairs or its clients, service providers, sub-contractors or vendors, other than to the authorized SMP, Kolkata officials.

14. On discontinuation of engagement, the selected candidate will return to SMP, Kolkata, all papers and documents and all other property pertaining to SMP, Kolkata or affairs of SMP, Kolkata 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.

15. In case of any breach of confidentiality caused by the selected candidate, either during or after the termination of engagement with SMP, Kolkata, he/she will be personally liable to SMP, Kolkata.

16. The selected candidate must not hoist, display, upload, modify, store, make available or transmit, publish, update or share in or through the Facilities of SMP, Kolkata 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, pedophilic, libelous, invasive or another's privacy, hateful, or racially, ethnically objectionable, disparaging,

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relating or encouraging money laundering or is gambling, or otherwise unlawful in any manner-whatsoever;

- Is grossly offensive or menacing in nature;
- Impersonates another person;

17. SMP, Kolkata 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 SMP, Kolkata'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 SMP, Kolkata 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, 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.

18. Upon leaving SMP, Kolkata, the selected candidate will not, without prior written consent of SMP, Kolkata canvass, solicit, interfere with or entice away any person, Firm or corporation who has, at any time during his/her employment with SMP, Kolkata, been:

- A client of SMP, Kolkata with whom he/she have had contact or been involved in the provision of services, or
- An employee of SMP, Kolkata.

19. 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 SMP, Kolkata, 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 SMP, Kolkata.

20. The selected candidate will be entitled to indoor and outdoor medical facilities as are available in SMP, Kolkata 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 Kolkata Port Trust Centenary Hospital may also be available of for spouse. However, no reimbursement for medicine / medical articles purchased from outside, diagnostic tests 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.

21. On official tour outside Headquarter, the candidate will be entitled to TA/DA as admissible to the regular incumbent to the post of Gas Mask Diver.

22. The candidate will be responsible for the charge and care of the SMP, Kolkata's money, goods and stores and all other properties that may be entrusted on him and he/she will be accountable for the same.

23. SMP, Kolkata reserves its rights 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 SMP, Kolkata (iv) activities which bring SMP, Kolkata into disrepute (v) any furnished declaration is false (vi) the contractual employee is found to have willfully suppressed any material information (vii) criminal conviction by court of law (viii) failure to adhere to SMP, Kolkata Policy, office procedures and related items that may be in force from time to time or (ix) where situations warrants action outside the above.

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In the event that SMP, Kolkata 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 Calcutta Port Trust Employees' (Classification, Control and Appeal) Regulations, 1987 and its time to time amendment]

24. The selected candidate, while leaving SMP, Kolkata service, will be required to return to SMP, Kolkata, 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 then 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 SMP, Kolkata, except with specific written permission from SMP, Kolkata. As part of exit formalities, he/she will have to provide in writing to SMP, Kolkata that he /she has not retained any data/confidential information relating to SMP, Kolkata and / or its clients and that he/she will be personally liable to SMP, Kolkata 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 conditions contained herein are indicative only and can be modified from time to time.

26. The person on contractual engagement will have to subscribe the stipulated percentage of his wage to the ESI and EPF authorities, if applicable and as and when decided by the competent authority. The required percentage of wage would be deducted from the salary and remitted to the concerned authority. SMP, Kolkata would also subscribe the employer's contribution to the said authorities in favour of the person on contractual engagement, if applicable and decided in terms of the provisions.

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