

TERMS AND CONDITIONS FOR CONTRACTUAL ENGAGEMENT IN

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMPK)

(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 of service or as per Clause – 23 of this Terms and Conditions. On expiry of three years 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. 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 is liable to be terminated forthwith without any notice or compensation.

4. 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.

5. The office of the selected candidate will normally be at the Hillary Institute, 6, Fairlie Warehouse, Kolkata – 700001 or at SMPK Head Office, 15, Strand Road, Kolkata – 700001. However, the candidate may be required to work at any place within the jurisdiction of the Syama Prasad Mookerjee Port, Kolkata (SMPK).

6. The candidate will normally be required to work as per practice followed in his/her place of posting. However, in case of 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 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.

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 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.

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 authorised 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 therefrom.

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 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;

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/she 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 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.

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 SMPK, 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 SMPK 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 SMPK 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.

21. The candidate will be responsible for the charge and care of the SMPK'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 willfully 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.

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 SMPK.

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 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 / her 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 from time to time. The required percentage of wage would be deducted from the salary and remitted to the concerned authority. SMPK 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 Act, 1952 as may be applicable and admissible from time to time.

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