



MUMBAI PORT AUTHORITY

Advertisement No. 04/2023

Dated : 26.04.2023

Mumbai Port Authority invites applications for engagement of 12 **Manager (Legal) purely on contract basis.**

1. Eligibility criteria:

- (i) Educational Qualification:
LLB
- (ii) Experience:
3 years of working experience in Law Firms as an Advocate or in any PSU/ Government and commercial organization as Law Officer/ Executive.

Preference will be given to the candidates with higher education and working experience in land, property and civil side matters.

- (iii) Age Limit: Upper age limit is 35 years. (Age Relaxation for SC/ST: 5 years, and for OBC: 3 years, for application against reserved post)
- (iii) The crucial date for determining eligibility criteria viz., educational qualification, age etc. shall be as on 01.04.2023.

2. Number of Positions: 12 (8 UR, 1 SC, 3 OBC) (candidates belonging to ST categories can also apply, for empanelment for future vacancies).

3. Role and responsibilities for the above position:

- a. attending all types of suits filed by or against Mumbai Port Authority
- b. assisting / interaction with Solicitors / Counsels / Advocates
- c. attend/monitor cases / litigations
- d. declaring affidavits, complaints/ petitions etc.
- e. filing of applications, notices, etc.
- f. giving / leading evidences / filing affidavit of evidence and give cross examination on behalf of MbPA
- g. execute decrees
- h. visiting sites in connection with the cases
- i. any other related work required for the case
- j. assist and work under supervision of concerned Unit / Division.
- k. Any other job assigned by the Administration from time to time.

4. Consolidated Remuneration:

A consolidated remuneration of Rs. 65000/- per month (including Rs.5000/- towards traveling allowance for attending courts) would be paid. There would be an annual increase of 5% of Consolidated pay, subject to performance review every year. No other allowances or benefits would be admissible / paid. Applicable / statutory taxes will be deductible.

5. Period of contractual engagement:

The Manager (Legal) will be engaged **purely on contractual basis** for a period of 3 years and extendable for more two years subject to annual performance review of the candidate after completion of each year of service and at the discretion of Mumbai Port Authority. This is only a contractual assignment and MbPA will not provide for regularization or permanency etc.

6. The other terms and conditions of the contract are given at Annexure I.

7. General instructions:

- (i) Mumbai Port Authority (MbPA) does not assume any responsibility for the candidates not being able to submit their applications within the last date whatsoever.
- (ii) Self- attested copies of documents/ certificates relating to Age/ Qualification etc. will have to be submitted along with the application and candidates shall produce the original certificates(s) for verification at the time of interview.
- (iii) Candidates serving in Government/ Semi Government, Public Sector Undertakings/ Autonomous Bodies will be required to submit “No Objection Certificate” from their employer at the time of application, failing which their candidature may not be considered.
- (iv) Candidates who are selected are required to submit discharge letter/ relieving letter from their employer (Govt/ Semi Government Public Sector/ Autonomous Bodies/ Private Sector) at the time of joining Mumbai Port Authority, without which they will not be allowed to join.
- (v) Engagement of selected candidates is subject to their being found medically fit as per the requirements of the Mumbai Port Authority. Such engagement will also be subject to the service and contract rules of the Mumbai Port Authority.
- (vi) Decisions of the Mumbai Port Authority in all matters regarding eligibility, shortlisting and engagement shall be final and binding on all candidates. No representation or correspondence will be entertained by the Mumbai Port Authority in this regard.
- (vii) Any legal proceedings in respect of any matter of claim or dispute arising out of this advertisement and/ or an application in response thereto can be instituted only in Mumbai. Courts/ Tribunals/ Forums at Mumbai only shall have sole and exclusive jurisdiction to try any cause/ dispute.
- (viii) **No TA/DA** will be paid for appearing in written examination/ interview, if called.

- (ix) Any update, corrigendum etc. of this advertisement will be displayed in the Port's website only. Hence, candidates are requested to keep in regular watch on Port's website, i.e., www.mumbaiport.gov.in under 'Media > Vacancy' menu.
- (x) Changes if any in the recruitment process will be displayed in this Port's website and no separate communication will be made to the individual applicant.
- (xi) Canvassing in any form will disqualify the candidate and no correspondence shall be entertained in this regard.
- (xii) The Management reserves the rights to cancel or make any changes in the number of vacancies, alteration/additions/ deletions of any clause in the Terms and Conditions for any of the position(s) in the recruitment process, if need arises, without further notice and without assigning any reasons thereof. The Mumbai Port Authority also reserves the right to cancel the above recruitment exercise at any stage of the process without assigning any reason thereof.
- (xiii) Application received in incomplete format or without relevant documents in support of eligibility or mere submission of CV/ Resume for the said position would not be considered for further recruitment process. Also, application received after the due date will be liable to be rejected.
- (xiv) The candidates need to quote 2 reference persons related to their field with their contact details.

8. How to apply:

Interested candidates may submit their application(s) in the prescribed format (**Application form**) by:

- (i) Downloading the application format from website www.mumbaiport.gov.in ('Media/Vacancy/Advertisement' menu).
- (ii) Filling the application format with the required details and declaration.
- (iii) The filled in application form along with required documents for determining eligibility is to be sent to the below mentioned address by courier/ position on or before the last date of application i.e. 26.05.2023 by superscribing on the envelope as "**Application for engagement of Manager (Legal) on contract basis**".
The Secretary, Mumbai Port Authority,
General Administration Department,
Port House, 2nd Floor, Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai – 400001.
- (iv) Merely submitting Resume/ CVs and incomplete application will be liable to be rejected.

The last date for receipt of applications will be 26.05.2023.

SECRETARY
MUMBAI PORT AUTHORITY

Annexure I

Other Terms and conditions of contractual engagement :

1. The duty hours will be from 10.00 a.m. to 6.00 p.m. from Monday to Saturday. However, depending on exigencies of work, he / she will be liable to work at any time during the day and / or night and on holidays or in shifts duties without compensation, monetary or otherwise.
2. The office of the selected candidate will normally be at Estate Division, 3rd Floor, Vijay Deep Building, Ballard Estate, Mumbai – 400 001. However, the candidate maybe required to work at any place within the jurisdiction of the Mumbai Port Authority and Local Jurisdiction.
3. The engagement is subject to satisfactory verification of certificates, testimonials and personal particulars /credentials of the selected candidate. Mumbai Port Authority reserves the right to get a background check (including criminal history/ police 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 Mumbai Port Authority or in the declarations made by the selected candidate, his/ her engagement is liable to be terminated forthwith without any notice or compensation.
5. The selected candidate will have to submit Bond /undertaking that he will not leave services of Mumbai Port Authority within completion of 3 years of service from the date of First appointment. In case of failure to complete the minimum period of 3 years, the candidate's salary will be recovered at the rate of one month salary for each balance year or part thereof. The selected candidate will have to give 3 months' notice before relieving from Mumbai Port Authority service. However, Mumbai Port Authority reserves the right to terminate the contractual engagement by giving one month's notice at any time.
6. 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 Mumbai Port Authority, 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 Mumbai Port Authority.
7. 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.

8. The selected candidates will be required to use the Mumbai Port Authority provided email ID and Internet for Mumbai Port Authority'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.
9. Mumbai Port Authority, from time to time, may sponsor selected staff for training programs with the objective that such staff would use the skills acquired for achieving business goals of Mumbai Port Authority. In consideration of being chosen for such training programs, at option of Mumbai Port Authority, 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 Mumbai Port Authority for a prescribed period after completion of training.
10. The candidate may avail of the facility of Mumbai Port Authority accommodation (unfurnished) on payment of license fee, rent as per rules prevailing from time to time, subject to availability. In addition, water charges and electricity charges are to be paid on consumption basis. He / she will be required to handover possession of the quarters within one month from the date of termination of contract. 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 selected candidate will be entitled to 12 days casual 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 12 days, pro-rata deduction will be made from the consolidated remuneration.
12. Additionally, Sick Leave to the extent of 10 days on within the period of engagement of twelve months (from the date of engagement) due to illness for self or family may be allowed without any deduction from the remuneration on the basis of certification from Mumbai Port Authority, 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.
13. The selected candidate will be entitled to OPD medical facilities as are available in Mumbai Port Authority Hospital for self only.

14. On official tour outside Headquarter, the candidate will be entitled to TA/DA as admissible to the regular incumbent to the post.
15. The candidate will be responsible for the charge and care of Mumbai Port Authority's money, goods, stores and all other properties that may be entrusted on him and he / she will be accountable for the same.
16. Mumbai Port Authority reserves its right to take appropriate legal action for the following events :
 - a. Misconduct
 - b. Breach of Instructions by a contractual employee
 - c. Failure to safeguard the assets of Mumbai Port Authority
 - d. Activities which bring Mumbai Port Authority into disrepute
 - e. Any furnished declaration is false
 - f. The contractual employee is found to have willfully suppressed any material information
 - g. Criminal conviction by court of law
 - h. failure to adhere to Mumbai Port Authority Policy, office procedures and related items that may be in force from time to time or,
 - i. Where situations warrants action outside the above.

In the event that Mumbai Port Authority exercises this right, it may, at any time during the course of the contractual engagement, by stating their intention to do so in writing, terminate the 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.

17. 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 Mumbai Port Authority, 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 Mumbai Port Authority 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.
18. Mumbai Port Authority 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 Mumbai Port Authority'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 Mumbai Port Authority reserves the right, without notice, to access, listen to or read any communication or content made or received by him / her or 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.

19. The selected candidate will not, during the engagement with Mumbai Port Authority divulge to any information, secret, accounts or dealings relating to Mumbai Port Authority's business, its affairs or its clients, service providers, sub-contractors or vendors, other than to the authorized Mumbai Port Authority officials.
 - a. On discontinuation of engagement, the selected candidate will return to Mumbai Port Authority, all papers and documents and all other property pertaining to Mumbai Port Authority or affairs of Mumbai Port Authority 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.
 - b. In case of and breach of confidentiality caused by the selected candidate, either during or after the termination of engagement with Mumbai Port Authority, he/she will be personally liable to Mumbai Port authority.
 - c. The selected candidate must not host, display, upload, modify, store, make available or transmit, publish, update or share in or through the facilities of Mumbai Port Authority 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 intellectual property rights;
 - is or likely to be perceived as defamatory, threatening, misleading, offensive, or inappropriate, or materially misrepresent facts;
 - contains any virus, harmful components 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 of another's privacy, hateful, or racially, ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
 - Is grossly offensive or menacing in nature;
 - Impersonates another person;
20. The engagement on contractual basis is terminable on 24 hours' notice for unsatisfactory performance and / or any act considered to be derogatory / detrimental to the interest of Mumbai Port Authority.
21. Upon leaving Mumbai Port Authority, the selected candidate will not, without prior written consent of Mumbai Port Authority, canvass, solicit, interfere with or entice away any person, firm or corporation who has, any time during his / her employment with Mumbai Port Authority, been:
- a. a client of Mumbai Port Authority with whom he / she have had contact or been involved in the provision of services, or
 - b. an employee of Mumbai Port Authority.
22. The selected candidate, while leaving Mumbai Port Authority service, will be required to return to Mumbai Port Authority, 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 Mumbai Port Authority, except with specific written permission from Mumbai Port Authority. As part of exit formalities, he / she will have to provide in writing to Mumbai Port Authority that he/she has not retained any data / confidential information relating to Mumbai Port Authority and / or its clients and that he/ she will be personally liable to Mumbai Port Authority 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.
23. The selected candidate will not 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. He / she will not have any claim /right whatsoever for regular appointment / absorption at Mumbai Port authority under any circumstances.

24. The selected candidate will not appear in any court case / dispute against Mumbai Port Authority either himself or on behalf of any Law Firm / Person / Company for the period of 3 years from the date of his relieving / termination from Mumbai Port Authority service.
25. The conditions contained herein are indicative only and can be modified from time to time.
26. Any other terms and conditions of contractual engagement at MbPA will be applicable.

-----XXXXX-----XXXXX-----

MUMBAI PORT AUTHORITY

Application Form

Application for the position of **Manager (Legal) purely on Contract basis.**

Affix pass-port
size Photograph

1. Name (In block letters) :
2. Gender :
3. Address for communication :
4. Permanent address :
5. Landline No. : _____
Mobile No. : _____
E-mail id : _____
6. Date of Birth & Age :

(dd/mm/yy)		
(in years)		

 (self-attested proof to be enclosed)
7. Nationality :
8. Whether belongs to SC/ST/OBC :
9. Marital status (Married/Unmarried) :
10. Name of Father/Spouse :
11. Educational/Professional and other qualifications. (Attested certificates to be enclosed) :

Sl. No.	Qualification	Name of Board/ University/ Institution	Duration of course	Year of passing	Percentage of marks obtained

12. (a) Details of present and past employments and experience.

Sl. No.	Name of the organisation	Position held	Annual pay	Period		Field/ sector in which experience gathered	Details of relevant experience
				From	To		

(b) Details of any other relevant proficiencies/ skills, if any :

13. Please mention details of outstanding achievement, if any, which was recognized by higher authority (enclose necessary documents) :

14. Any other information desired to be submitted by the applicant

15. Contact details of Two references (email & mobile number) :

Declaration

I do hereby declare that the particulars furnished above by me are correct to the best of my knowledge and belief. In the event of any information being found to be false or incorrect, my candidature/engagement may be cancelled/terminated without any notice.

Date :

Place :

(Signature of the Applicant)