

F.No. A-60011/24/2022-NDIAC
Government of India
Department of Legal Affairs
Ministry of Law & Justice

Shastri Bhawan, New Delhi 110001
Dated the 31st May, 2022

CIRCULAR

**ENGAGEMENT OF RETIRED CENTRAL GOVERNMENT OFFICIALS AS CONSULTANTS IN THE NEW DELHI
INTERNATIONAL ARBITRATION CENTRE, ON CONTRACT BASIS**

Applications are invited from willing and eligible retired Central Government employees who have retired from the post of **Under Secretary/Section Officer/ASO/PS/PA level or equivalent** for engagement as **Consultants** on contract basis in the **New Delhi International Arbitration Centre (NDIAC), Vasant Kunj, New Delhi** for a period of one year or till regular incumbents become available whichever is earlier.

2. The terms & conditions for engagement of consultants shall be regulated in accordance with the Department of Expenditure's O.M. No. 3-25/2020-E.IIIA dated 09.12.2020.
3. The details including number of posts, eligibility criteria, terms of Reference etc. are enclosed as **Annexure-I**. The Department of Legal Affairs reserves the right to accept or reject in part or in full or all the responses without assigning any reasons whatsoever.
4. The duly filled in applications, in the prescribed format may be sent to Section Officer (NDIAC), Department of Legal Affairs, Room No. 415-C, 'A' Wing 4th floor Shastri Bhawan, New Delhi-110001 within **15 days** of issue of this circular. The applications can also be sent through e-mail at meenakr.kamlesh@nic.in followed by a hard copy within the stipulated time. Applications received after due date or without supporting documents will not be considered.
5. Application, as per Annexure-II, .



(Milind Mujumdar)

Under Secretary to the Govt. of India

To

1. Web-site of Department of Legal Affairs and Notice Board.
2. Under Secretary, CS.I(Coord), DOPT, Lok Nayak Bhavan, Khan Market, New Delhi with a request that the circular may be hosted on the website of DOPT.
3. All Ministries/Departments.

Terms and Conditions

1. Eligibility:

- i) Persons retired from the post of Under Secretary (01)/Section Officer (01)/Section Officer (02) or equivalent and possessing knowledge and experience of Establishment and Administration matters of Central Government/Autonomous bodies.
- ii) Persons retired from the post of PS (02) /PA (02) or equivalent and having knowledge of secretarial work and office procedure in Central Government Offices/Autonomous bodies.

2. Remuneration:

As specified in Department of Expenditure's O.M. No. 3-25/2021-E.IIIA dated 09.12.2020 i.e. Last Pay Drawn minus Pension.

3. Engagement:

3.1 The engagement of Consultant will be purely on contract basis and will not confer any right for regular appointment in the NDIAC.

3.2 NDIAC may prepare a panel of Consultants which will be valid for a period of 01 year from the date of declaration of such Panel by NDIAC.

5. Drawal of Pension:

5.1 The retired Govt. servant engaged as Consultant shall continue to draw pension and Dearness Relief on pension during the period of his engagement as Consultant in NDIAC.

5.2 The engagement as Consultant shall not be considered as a case of re-employment.

6. Leave:

6.1 The Consultant shall be entitled to avail leave as per aforesaid DoE's O.M. dated 09.12.2020 on pro rata basis. Therefore, he/she shall not draw any remuneration in case of his absence beyond such leaves in a year.

6.2 The un-availed leave in a calendar year can neither be carried forward to next calendar year nor be entitled for leave encashment.

7. Working Hours:

7.1 The Consultant Shall be required to observe the normal office timing and may also be called upon to attend the office on Saturday, Sunday or any holiday in case of exigencies of work.

7.2 They shall mark their attendance in AEBAS mandatorily (or as directed from time to time) failure to which may result in deduction of remuneration.

8. Tax Deduction at Source:

8.1 The income Tax or any other tax will be deducted at source as per Government instructions. Necessary TDS Certificate will be issued to them.

9. Confidentiality of data and documents:

9.1 The Consultant would be required to sign a non-disclosure undertaking as per **ANNEXURE –III.**

10. Conflict of interest:

10.1 The Consultant shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the NDIAC nor will he indulge in any activity outside the terms of the contractual assignment.

10.2 The Consultant shall not claim any benefit/compensation/absorption/regularization of service with the NDIAC.

11. Termination of Agreement:

11.1 NDIAC may terminate the contract to which these terms apply, if: -

- i. The Consultant is unable to address the assigned work.
- ii. Quality of assigned work is not to the satisfaction of the Controlling Officer/Competent Authority in the NDIAC.
- iii. the Consultant is found lacking in honesty and integrity.
- iv. The Competent Authority in the NDIAC may also terminate the contract at any time without giving any notice and also without assigning any reason.

ANNEXURE-II

Application for engagement as Consultant on contract basis in the New Delhi International Arbitration Centre w.r.t. the Circular No. A-60011/24/2022-NDIAC Dated 31.5.2022

Name		Affix Passport Size Photo
Mother's/Father's/Husband's Name		
Date of Birth		
Address for Correspondence		
Permanent Address		
Contact No. /Mob. No.		
Education/Technical Qualification(S)		
Details of experience to be attached in proforma appended as "APPEXDIX"	Duty filled proforma "APPENDIX" is attached.	
Date of retirement and name of the office where the officer was last working. Enclose the copy of PPO.		
Any other relevant information (use a separate sheet, if necessary)		

The information furnished above is true. I have carefully read the terms and conditions mentioned in Annexure-I and they are acceptable to me. I certify that no disciplinary proceedings are pending against me, as on date.

Date:

Signature of the Applicant

APPENDIX**Details of Experience**

Period		Name of Office/Organization	Post, Remuneration or Pay Band with Grade Pay/Level Matrix, if applicable	Description of duties performed
From	To			

Name/Signature: -.....

NON-DISCLOSURE UNDERTAKING

To,

The Chairperson
New Delhi International Arbitration Centre,
New Delhi-110001.

Sir/Madam,

I hereby undertake to-

- i. Treat all the information that comes to my knowledge as part of my duties in this office as confidential information and keep it strictly confidential.
 - ii. Not to sell, trade, publish or otherwise disclose to any one in any manner whatsoever including by means of reproduction either in physical, hardcopy, digital or in electronic format.
 - iii. To hold such confidential information in trust and confidence both during and after the terms of my engagement.
 - iv. Not to engage in any other employment/occupation/consultancy or any other activity during my engagement with NDIAC which would otherwise conflict with my obligations towards NDIAC.
 - v. To abide by data security policy and related guidelines issued by NDIAC.
 - vi. Shall not resort to any corrupt practices in any aspect and at any stage during the tenure of engagement.
2. In the event of my termination or employment for any reason whatsoever, I shall promptly surrender and deliver to the NDIAC any records/material, equipment, documents or data which is of confidential nature.
3. I shall keep NDIAC informed of any change in my address or contact details during the period of my engagement.
4. I understand that I can be terminated at any point of time for breach of the above conditions and can be proceeded against under the relevant laws for the time being in force.
5. For the purpose of this undertaking, Confidential Information means any information received from any source, whether in physical electronic or in digital format.

Yours faithfully,

(Signature.....)

Name.....

Address.....

Dated.....

Personal Contact No.....