

No. A-12034/7/2023-ADMIN-I  
Government of India  
Ministry of Law & Justice  
Department of Legal Affairs  
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4<sup>th</sup> Floor, Shastri Bhawan, New Delhi - 110001  
Dated the 11<sup>th</sup> January, 2024

**CIRCULAR**

**Subject: Engagement of Retired Government Servants as Consultants (at PA/PS/PPS level) on contract basis in the Department of Legal Affairs -reg.**

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The Department of Legal Affairs invites applications from willing and eligible retired Government employees for their engagement as Consultants on contractual basis in this Department against the vacancies of PA/PS/PPS/Sr.PPS/PSO of CSSS cadre. The number of vacancies to be engaged as Consultant is 05 (five). The number of Consultants may vary as per the requirement.

2. The engagement shall be initially for a period of one year which may be extended or curtailed as per the requirement and satisfactory performance of the Consultant. The term of appointment shall not be extended beyond 5 years after superannuation. The job location shall be New Delhi.

3. The terms & conditions for engagement of such consultant viz, remuneration, Eligibility, Leave, working hours etc. shall be regulated by the Department of Expenditure's O.M. No. 3-25/2020-E.IIIA dated 09.12.2020. The detailed Terms and Conditions of the engagement are mentioned at **Annexure-I**.

4. The Department of Legal Affairs reserves the right to accept, or reject in part or in full any or all the responses without assigning any reasons whatsoever.

5. The retired Government servant engaged as Consultant shall continue to draw Pension and Dearness Relief on pension during the period of his engagement as Consultant. The engagement as Consultant shall not be considered as a case of re-employment.

6. The interested persons must submit their application in the prescribed format (Annexure-II) [a copy may also be sent through email on admin1-la@nic.in] as enclosed herewith alongwith the APARs of five years preceding to the retirement, to:-

**Deputy Secretary (Admn-I), Department of Legal Affairs, Room No.416-A (A), 4<sup>th</sup> Floor, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001.**

7. The last date for receipt of applications, in the prescribed format is 12.02.2024 upto 05:00 PM. Applications received after due date/time and without supporting documents will not be considered.

*V. S. Chauhan*  
11/01/24

Under Secretary to the Govt. of India  
Tele:2338 3634

To,

1. All Ministries/Departments of Government of India.
2. NIC Cell, DoLA - for uploading the same at the Website of DoLA
3. Department of Personnel & Training [CS-II Division], Khan Market, New Delhi for uploading on its website for wide publicity.
4. Persinfotech Division National Informatics Centre, DoP&T, North Block, , New Delhi for uploading on its website for wide publicity.  
Email:- [persinfotech@nic.in](mailto:persinfotech@nic.in)

**Terms and Conditions**

**1. Eligibility:**

1.1. The applicant should not have attained the age of 63 years on the closing date of submission of application and should be in good health for discharging his/her official duties effectively.

1.2 The applicant should have fair knowledge of computer applications such as MS Word, MS Excel and MS Power Point etc.

1.3 The applicant should be retired from the post of PA/ PS/ PPS/ Sr.PPS/ PSO from Central Government Ministries/Departments. The applicant should have good communication and interpersonal skills, knowledge of Stenography in English/Hindi and should be well conversant with noting/ drafting.

1.4 The applicant should have expertise in office procedure, etc.

**2. Engagement:**

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

**3. Working Hours and Leave:**

3.1 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 or work.

3.2 Paid leave of absence may be allowed at the rate of 1.5 days for each completed month of service. Accumulation of leave beyond a Calendar year may not be allowed.

**4. Remuneration & Tax Deduction at Source:**

4.1 The consultant shall be paid a fixed monthly amount calculated as under:

**Last Pay Drawn (Basic Pay) - Basic Pension + Transport Allowance  
(applicable at the time of retirement)**

The amount of remuneration so fixed shall remain unchanged for the term of contract. Release of monthly remuneration is subject to productions/ submission of satisfactory performance certificate from the concerned controlling officer.

4.2 The Income Tax or any other tax will be deducted at source as per Government instructions.

**5. Confidentially of data and documents:**

5.1 The Intellectual Property Right (IPR) of the data collected as well as deliverables produced for the Department/organization shall remain with the Department.

5.2 No one shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of his assignment or during the course of assignment for the Department without the express written consent of the Department.

5.3 The Consultant would be required to sign a non- disclosure undertaking/ Agreement as per Annexure-III.

## **6. Conflict of Interest:**

6.1 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 Department nor will he indulge in any activity outside the terms of the contractual assignment.

## **7. Termination of Agreement:**

The Department of Legal Affairs can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the Consultant. The Consultant can also seek for termination of the contract upon giving one month's notice to the Department of Legal Affairs. The termination may be due to any of the following reasons (the list is not exhaustive):-

- (i) The Consultant is unable to address the assigned work.
- (ii) Quality of the assigned work not to the satisfaction of the Controlling Officer/ Competent Authority in the Department.
- (iii) The consultant is found lacking in honesty and integrity.

**ANNEXURE-II**

**Application for engagement as Consultant on contract basis in the Department of Legal Affairs w.r.t. the Circular No. A- / /2023-Admn-I (LA) dated 28.12.2023.**

Name	
Mother's/ Father's/ Husband's Name	
Date of Birth	
Address for Correspondence	
Permanent Address	
Contact No./Mobile No.	
Email ID	
Educational/ Technical Qualification(s)	
Details of Experience to be attached in proforma appended as "APPENDIX"	
Post held on retirement	
Date of retirement and name of the office where the officer was last working. Enclose the Copy of PPO.	
Special Achievement (if any) along with supporting documents.	
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

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**Details of experience**

Period	Name of Office/ Organization	Post held and Remuneration (Pay Band with Grade Pay/ Level of Matrix, if applicable)	Description of Duties performed

Name/Signature:- \_\_\_\_\_

**NONDISCLOSURE UNDERTAKING/AGREEMENT**

To,

The Joint Secretary & Legal Adviser (Admn)  
Department of Legal Affairs,  
Shastri Bhawan, New Delhi

Madam,

I hereby undertake

- (i) to treat all the information that come to my knowledge as part of my duties in this Department 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 Department of Legal Affairs which would otherwise conflict with my obligations towards Department of Legal Affairs.
  - (v) to abide by data security policy and related guidelines issued by Department of Legal Affairs.
  - (vi) not to resort any corrupt practices in any aspect and at any stage during the tenure of engagement.
  - (vii) to maintain highest standards of ethics & integrity during the period of engagement as Consultant.
2. In the event of my termination of employment for any reason whatsoever, I shall promptly surrender and deliver to the Department any records/ material, equipment, documents or data which is of confidential nature.
  3. I shall keep Department of Legal Affairs 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 such information received from any source, whether in physical, electronic or in digital format.

Yours faithfully,

(Signature)

Name: \_\_\_\_\_

Address & Contact Number: \_\_\_\_\_

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