

Terms of Reference (TOR) for Engagement of Consultant (Non-Technical)
Area of Engagement : Legal Matters

1. Whether the proposed engagement is against vacant post or for specific work:

The proposed engagement of consultant is for specific works / assignments.

2. Precise statement of Objectives for appointment of consultant:

(a) Discipline or domain, where engagement of consultant is required

All Legal matters of ADA especially on matters relating to Administration and Establishment including RTI queries (Category: Non-Technical)

(b) The expertise / skills / knowledge required for engagement as consultant.

(i) Must be a retired Govt. Servant having experience in handling Court cases and Establishment matters.

(ii) Further, the legal Consultant should be of Impeccable Integrity and should not be an accused in any pending inquiry and to be in sound health.

(c) Qualification :

(i) At least a Bachelor's Degree in Law from a recognized University established or incorporated by or under a central Act, or a state Act, or any institution of higher education deemed to be a university by the Central Government or any other institution approved by the Central Government

(ii) Should have retired in Pay Level-7/8/9/10/11/12/13/13A or equivalent grade in PSU(s)/State Government Dept(s).

(d) Essential Experience

A minimum of five years work experience having worked in Legal Department of a Central / State Government organization possessing expertise in:

(i) Handling cases filed with Central Administrative Tribunal (CAT), High Court or subordinate courts etc. on general Administration & service matters and any other matter needing legal opinion.

(ii) Drafting all responses to petitions, Legal notices, statement of objections, affidavits/counter-affidavits, Memorandum of Understanding (MOU) with other organizations.

(iii) Handling legal matters including on matters relating to administration and Establishment.

Desirable Experience :

(i) Knowledge of Central Government rules like CCS(Conduct)/ CCS(CCA) etc.

(ii) Knowledge / Exposure to Workmen compensation/Contract Labour/ statutory payment & obligations etc.

(e) Nature of Duties to be performed

- (i) Tender opinion on all legal issues coming before ADA.
- (ii) Render interpretation of legal information, provide legal opinion and advice
- (iii) Prepare para-wise comments on all writ petitions, SLPs, PILs filed against ADA and drafting of counter-affidavits and forwarding to the concerned / standing counsel after approval of the competent authority.
- (iv) Scrutinise the counter affidavit received from Counsel with reference to the Para wise comments.
- (v) Drafting of Regulations, Agreements, MoUs, Contracts, Petitions and other legal documents.
- (vi) Brief Director/Senior Officers of ADA, Central Govt. Standing Counsels and Panel Advocates on all legal matters of ADA as per requirement.
- (vii) Provide Legal Notice, Statement of Objections etc.
- (viii) Assist in dealing with RTI cases
- (ix) Perform such other work of legal nature as may be entrusted from time to time.

(f) **Period of Engagement-**The engagement of the Consultant is initially for a period of one year and extendable to the next year with a provision for extension of tenure for one more year based on the performance. Total tenure not exceeding three years.

(b) **Place of Posting- ADA Hqrs, Bangalore.**

(c) **Selection Procedure:-**

Shortlisted candidates meeting the prescribed qualification and eligibility criteria may be required to attend interview. No TA/DA will be provided by ADA for this purpose. Communication in this regard shall be made in the postal address furnished in application and/or through email ID given by candidate.

TERMS AND CONDITIONS FOR ENGAGEMENT AS CONSULTANT IN ADA

1. The consultant shall perform the services as per Terms of Reference (TOR) and the task / jobs assigned to him/her by DG-ADA / PGD(CA) & Dir.
2. The working hours would be that of the working hours of the ADA.
3. Under special circumstances, the Consultant could be called for services on holidays or beyond normal working hours for which no other benefits / leave will be granted.
4. The consultancy will start for a period of two years from the date he/she reports to ADA in order to assume the responsibility as Consultant.
5. The consultant shall be paid remuneration and conveyance allowance as mentioned in para 2 of this letter on remuneration. Mandatory deduction, if any, will be made. The remuneration for services rendered in a month shall be payable in subsequent months.

6. DG-ADA/PGD(CA) & Dir shall have the right to examine / review / terminate the consultancy services provided by him/her at any time.
7. The consultant shall perform his/her obligations under his/her consultancy with all necessary skills, diligence, efficiency and economy.
8. The consultant shall meet high standard for ethics and integrity under the agreement of appointment.
9. No other facility whatsoever except remuneration and conveyance allowance shall be provided to him/her by ADA in his/her capacity as Consultant.
10. The Department shall not be responsible for any loss, accident, damages / injury suffered by him/her whatsoever arising in or out of the execution of his/her work, including travel.
11. The Consultant shall abide with A D A terms of Engagement as Consultant, Non-Disclosure Agreement, General Conduct Rules, Information Security Act and other restrictions as applicable to Govt. employees.
12. 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.
13. During the terms of the consultancy, he/she shall not be engaged in any private business or professional activity which could conflict with the interest of the Government. The engagement of consultants is of a temporary (non-official) nature against the specific jobs.

DECLARATION

I, _____ (*name of the Consultant*),

S/o. _____ hereby agree unconditionally with all above referred Terms and Conditions for engagement of Consultant in ADA.

(Signature of the Applicant)

Name : _____

Date :

Place :