

No. 21/7/2023-CS.I(Coord.)
Government of India
Ministry of Personnel, Public Grievances & Pensions
Department of Personnel & Training
(CS.I Division)
2nd Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi
Dated the 27th January, 2023

OFFICE MEMORANDUM

Sub: Vacancy Circular (VC) for filling up the post of Consultant in the Ministry of Law and Justice, Legislative Department on contractual basis- Regarding.

The undersigned is directed to circulate herewith Vacancy Circular No. A-12023/1/2005-VSP(A) dated 18.01.2023 received from the M/o Law and Justice, Legislative Department, for information to all eligible retired CSS officers. The details of the same are given below:

S. No	Ministry/ Department/ Office	Name of the Post	Application deadline
(i)	M/o Law & Justice, Legislative Department	Consultant	21 days of publishing of notice on the website of Legislative Department

2. In case of any further clarification, applicants are requested to contact the concerned Ministry/ Department/ Office directly.

Sunil Kumar
27/01/2023
(Sunil Kumar)

Under Secretary to the Govt. of India

To (**through DoPT's website**): (For Retired CSS Officers)

F. No. A-12023/1/2005 VSP (A)
Government of India
Ministry of Law and Justice
Legislative Department
Vidhi Sahitya Prakashan

ILI Building, Bhagwan Das Road, New Delhi
Dated the 18 January 2023

OFFICE MEMORANDUM

Subject:- Engagement of retired Central Government Officers as Consultants (03) purely on Contractual basis- regarding.

With reference to the above mentioned subject and this Department's OM of even number dated 09.12.2022, Vidhi Sahitya Prakashan, Legislative Department, Ministry of Law and Justice, proposes to engage 03 retired Central Government Officers as Consultant purely on Contractual basis, as per the circular attached herewith.

2. The same has not be uploaded on the website of DoP&T till now, it is therefore requested to publish this circular on its official website for wider circulation.

Enclosure: As above.



(K. C. Joshi)

Section Officer (Admin.)

Sum
18/01/2023

SO (C)

To

Department of personnel & Training,
(Sh. Zachariah Thomas, Under Secretary, CS-I (Cord) Division,
2nd floor, Lok Nayak Bhawan, Khan Market,
New Delhi- 110003.

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F. No.12023/01/2012-VSP
Government of India
Vidhi Sahitya Prakashan
Legislative Department
Ministry of Law & Justice

ILI Building, Bhagwan Dass Road
New Delhi, dated the 9th December, 2022

Subject: - Engagement of (03) Consultant in Vidhi Sahitya Prakashan, New Delhi.

Application are invited from interested retired Central/State Government Employees and retired employee of Recognized Institutions Or Universities Or PSUS Or Semi-Government fulfilling the prescribed eligibility criteria for engagement as Consultant in the Vidhi Sahitya Prakashan, Legislative Department, Ministry of Law and Justice for a period of one year against the vacancies of Assistant Editor (in level 11 of pay matrix as per 7th CPC) in Vidhi Sahitya Prakashan.

2. The terms of reference and the terms and conditions for engagement of Consultant in VSP are given at **Annexure-I and Annexure-II respectively**. Applicants are advised to carefully go through the same with regards to eligibility criteria, experience required and other terms & conditions of engagement before submitting their applications.

3. Interested and eligible applicants may forward the duly filled in application in the prescribed proforma, along with all relevant enclosures, to this Department within 21 days of publishing of this notice on the website of the Legislative Department/VSP/Department of Personnel and Training. The envelope containing the application form should be clearly labeled **"Application for the post of Consultant"** and addressed to:-

Shri Sunil Kumar Jain
Deputy Secretary to the Government of India
Vidhi Sahitya Prakashan, Legislative Department
ILI Building, Bhagwan Das Road
New Delhi-110001

4. Incomplete applications will be summarily rejected. Only the applicants shortlisted on the basis of their applications will be intimated and called for the interview. The Department reserves the right to reject any application without assigning any reason.

[Sunil Kumar Jain]

Deputy Secretary to the Government of India

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To.

✓ DOPT, for uploading the circular on the website.

2. NIC, for uploading the notice on the website of Legislative Department and Vidhi Sahitya Prakashan.

Sunil Kumar Jain 06/12/2022

ANNEXURE-I**Terms of Reference for engaging Consultant**

1.	Name of the Post	:	Consultant [03 post]
2.	Period of engagement		Initially for 01 [one] year The contract may be extended for another year on the discretion of the competent authority.
3.	Nature of engagement		The engagement will be purely on contractual basis and the Department reserves the right to terminate the same at any time without prior notice and without assigning any reason whatsoever with immediate effect.
4.	Scope of Duties		The work allocated to the post of Consultant is highly professional in its nature as it relates to translation of reportable Judgments from English to Hindi and vice-versa, vetting, editing, preparation of head note etc. in respect of leading/important judgments of Hon'ble Supreme Court of India and all Hon'ble High Courts.
5.	Job Location		Vidhi Sahitya Prakashan, Legislative Department, M/o Law & Justice, ILI Building, Bhagwan Dass Road, New Delhi.
6.	Eligibility, Educational Qualifications and age limit		Bachelor's Degree of Law from recognized University or equivalent <u>Age limit:</u> Not more than 65 years as on 1 st July, 2022
7.	Experience		<ul style="list-style-type: none"> a) Seven years experience in State Judicial Service or b) Seven years experience in legislation and legal affairs in the Law Department of State Government or; c) Seven years experience in editing in a Department concerned with Law Reports or; d) Seven years experience in the Legislative Department or the Central Government or e) Seven years experience of legislative drafting or ; f) Seven year experience of translation in Hindi of principal and subordinate legislation or g) Seven years experience in teaching or research in law or; h) Master's Degree in Law from a recognized University or equivalent with eight years experience in teaching or research in Law i) Seven years practice as an Advocate in High Court j) Computer knowledge of MS Word.

8.	Remuneration & Entitlements	The monthly Consultancy Fee shall be paid in accordance with the Department of Expenditure's OM No. 3-25/2020-E.IIIA dated 09.12.2020. However, the Consultancy Fee shall be restricted to a maximum of Rs. 50,000/- per month keeping in view that the Consultants are being appointed against the posts of Assistant Editor in pay level 11 of the pay matrix as per the 7 th CPC.
9.	Leave	Paid leave of absence at the rate of 1.5 days for each completed month of service rendered may be allowed. Accumulation of leave beyond a calendar year is not allowed.
10.	Termination of contract	The Department reserves the right to terminate the contract at any time in case: <ul style="list-style-type: none"> a) The contractual employee is unable to satisfactorily complete the assigned tasks; b) The contractual employee is found lacking in honesty and integrity or violates the confidentiality clause; c) The contractual employee is absent from duty without authorization; d) The Department chooses not to renew the contract at the end of the initial period of engagement. e) Any other reason.
11.	Requirement of prior notice	In case the contractual employee seeks termination of the contract before the expiry of period of engagement, he/she can do so upon giving 30 days prior notice to the Department.
12.	Confidentiality clause	<ul style="list-style-type: none"> a) During the period of engagement with the Department, the contractual employee would be subject to the provisions of the Official Secret Act, 1923 and shall not divulge any information that he/she may have come across during the period of his/her engagement in the Department to anyone who is not authorized to have the same. b) The contractual employee shall maintain absolute integrity, devotion to duty, confidentiality and secrecy of information handled by him/her. The secrecy and confidentiality shall be maintained even after the termination of the contract. c) The contractual employee shall, in no case, work for or represent in court or before any other legal authority, tribunal etc. or give opinion/advice to any person other the Department on any matter during the period of his/her engagement with the Department. d) The contractual employee should sign Non Disclosure Certificate (Form A) and Oath of Allegiance. (Form B)

ANNEXURE-II

**Government of India
Vidhi Sahitya Prakashan
Legislative Department
Ministry of Law & Justice**

Sub: - Terms & Conditions for engagement as Consultant on Contract Basis in the Vidhi Sahitya Prakashan, Legislative Department, Ministry of Law & Justice.

1. The engagement shall be on contract basis initially for a period not exceeding one year which may be extended at the discretion of Competent Authority subject to satisfactory performance and also subject to the requirement of the Department. The engagement can be terminated at any time by the Department, without assigning any reason.
2. The monthly Consultancy Fee shall be paid in accordance with the Department of Expenditure's OM No. 3-25/2020-E.IIIA dated 09.12.2020. However, the Consultancy Fee shall be restricted to a maximum of Rs. 50,000/- per month keeping in view that the Consultants are being appointed against the posts of Assistant Editor in pay level 11 of the pay matrix as per the 7th CPC-. There will be no annual increment/percentage increase during the contract period. No House Rent Allowance shall be admissible. Paid leave of absence at the rate of 1.5 days for each completed month of service may be allowed. Accumulation of leave beyond a calendar year is not allowed.
3. He/She shall perform the duties assigned by the concerned officer Incharge or his/her nominee from time to time. He/She shall maintain absolute secrecy of all the facts and documents which come to his/her knowledge during the period of his/her engagement in the discharge of duties assigned to him/her at all times.
4. In case he/she remains absent from duty, a proportionate deduction from the remuneration will be made. Further, the engagement may also be terminated. In addition to the normal working days, if he/she is required to attend the office on Saturday/Sunday and other holidays in exigencies of work, he/she shall not be paid any additional remuneration.
5. He/She shall not be entitled to the benefits like Provident Fund, Pension, Gratuity or any other benefits available to the government servants who have been appointed in the Government.
6. He/She shall not have any claim to any post under the Government on the basis of this engagement as Consultant. He/she shall be required to maintain decorum and office discipline as expected from a responsible officer.
7. He/She shall be required to sign the non-disclosure agreement. He/She is required to submit a declaration regarding his/her marital status. He/She will also be required to take an oath of allegiance to the Constitution of India or make a solemn affirmation to that effect in the prescribed proforma.
8. If any declaration or information furnished by him/her proves to be false or if he/she is found to have willfully suppressed any material information, he/she shall be liable to termination of the contract.
9. The other terms and conditions as mentioned in advertisement shall also apply.

FORM-ANON-DISCLOSURE UNDERTAKING

To;

The Deputy Secretary (Admn.)
Vidhi Sahitya Prakashan,
Legislative Department,
ILI Building,
New Delhi.

Sir,

I hereby undertake —

- To treat all the information that comes to my knowledge as part of my duties in this offices confidential information and keep it strictly confidential.
 - Not to sell, trade, publish or otherwise disclose to anyone in any manner whatsoever including by means of reproduction either in physical, hardcopy, digital or in electronic format.
 - To hold such confidential information in trust and confidence both during and after the terms of engagement.
 - Not to engage in any other employment/occupation/consultancy or any other activity during my engagement with Vidhi Sahitya Prakashan which would otherwise conflict with my obligations towards VSP.
 - To abide by data security policy and related guidelines issued by VSP.
 - Not to resort any corrupt practices in any aspect and at any stage during the tenure of engagement
 - 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 VSP 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 No. :

Dated :

FORM-B

Oath of Allegiance

I,, do swear/solemnly affirm that I will be faithful and bear true allegiance to India and to the Constitution of India as by law established, that I will uphold the sovereignty and integrity of India, and that I will carry out the duties of my office loyally, honestly, and with impartiality.

“(So help me God)”

Date.....

Signature.....

(Name).....

APPLICATION FORM

Application Performa for the Post of Consultant in the Vidhi Sahitya Prakashan, Legislative Department,
M/o Law and Justice.

Application for the post of *[please tick]*

Consultant

☐

Paste your
latest
passport size
photograph
here

1. Name:
2. Date of Birth:
3. Aadhar No. :
4. PAN:
5. PPO/LPC:
6. Gender:
7. Details of Educational Qualifications
[Please enclose self-attested photocopies of educational qualifications]

Examination Passed	Board/University/Institution	Subject/Discipline	Year of Passing	Percentage of marks

8. Mobile No.:

9. Address:

10. Email ID:

11. Bank Name

a) Bank A/c No.

b) IFSC Code:

c) Branch Name:

12. Details of employment in chronological order, if applicable.

[Please enclose self-attested photocopies of experience certificate]

Department/Institution/Organization	Post held	From	To	Emoluments	Nature of duties performed.

13. Additional information [if any] in support of work experience/employment:

14. Details of courses/training programmes attended, if any:

15. Details of previous Consultancy, if any:

16. Additional information, if any, which you would like to mention in support of your suitability for the post, Enclose a separate sheet, if need be.

17. Remarks, if any:

It is certified that the information furnished above is cored and there to the best of my knowledge.

[Signature]

Name: _____

Address:

Date: