

Terms of Reference for engaging Legal Consultant

1	Name of the Post	:	Legal Consultant (01 post)
2	Period of engagement	:	Initially for 01 (one) year The contract could be extended further depending on assessment of performance, mutual willingness and depending on the requirement.
3	Nature of engagement	:	The engagement will be purely on contractual basis and the Council reserves the right to terminate the same at any time without prior notice and without assigning any reason whatsoever with immediate effect without remuneration or notice period on grounds of proven misconduct. However, in the normal course the contractual employee shall be served one month's notice before termination of the contract or one month's pay in lieu of the notice period.
4	Scope of Duties	:	1. Carry out continuous review, monitoring, applicability, interpretation of all relevant Rules / Legislations pertaining to this Council; 2. Right to Information Act, 2005; 3. Provide technical inputs on references made to the Department with respect to rules, policies and legislation pertaining to this Council; 4. Assist the Council so that court cases as well as matters which require examination from a legal point of view (OAs/WPs/SLPs/CIC matters) can be done in a professional manner. 5. Tender opinion in issues coming before the Council; 6. Prepare draft affidavits and provide other inputs where the Council has been made a respondent; 7. Vetting the draft affidavit prepared by the Section concerned before filing it in various judicial/quasi-judicial forums in cases where the Council has been made a respondent; 8. Scrutinize legal papers, documents and affidavits received in the Council and offer comments; 9. Defend the court cases in any court of law during their hearings in Delhi and outside Delhi; 10. Perform such other work of legal nature as may be entrusted from time to time.
5	Job Location	:	Rehabilitation Council of India, New Delhi

6	Eligibility, Educational Qualifications and age limit	<p style="text-align: center;">Retired Government Employees Or Legal Professionals from open market</p> <p>a) Having Master's Degree / Bachelor's Degree of Law from a recognised University or Institute in India, recognized by the Bar Council of India;</p> <p>b) Should be registered as an advocate in the Bar Counsel in terms of Advocate's Act, 1961;</p> <p>c) Must have excellent written and oral communication and Interpersonal skills.</p> <p>Age limit: Not more than 65 years.</p>
7	Experience	<p>For Retired Government employees: Minimum 10 years' experience of handling court cases in any Central or State Government Ministry / Department / PSU.</p> <p>For Legal Professionals from open market: Minimum 10 years of post qualification experience of working with Government Department/ PSUs and/ or Supreme Court of India/ High Courts/ District Courts.</p> <p><i>(Desirable: Experience in handling court cases in any Central or State Government Ministry / Department/ PSU/ Autonomous body.)</i></p>
8	Remuneration & Entitlements	<p>In case of retired government employees : Remuneration as per guidelines laid down in Department of Expenditure's O.M. no 3-25/ 2020-E.IIIA dated 09th December, 2020 i.e. Fixed monthly amount arrived at by Deducting basic pension from the pay drawn at the time of retirement.</p> <p>In Case of Legal Professionals from open market: Consolidated remuneration of Rs.70,000-1,00,000/- p.m., with Rs.70,000/- as minimum, but depending on experience and quality, Selection Committee may offer upto 1 lakh a month)</p>
9	Allowances	<p>The contractual employee will not be entitled to any other allowances.</p>
10	Leave	<p>The contractual employees shall be entitled to avail 12 days Casual Leave in a calendar year on pro rata basis. The unavailed leave in a calendar year neither be carried forward to next calendar year nor can be encashed.</p>

11	Termination of contract	:	<p>The Council reserves the right to terminate the contract at any time in case:</p> <p>a) The contractual employee is unable to satisfactorily complete the assigned tasks;</p> <p>b) The contractual employee is found lacking in honesty and integrity or violates the confidentiality clause;</p> <p>c) The contractual employee is absent from duty without authorization;</p> <p>d) The Council chooses not to renew the contract at the end of the initial period of engagement;</p> <p>e) Any other reason.</p>
12	Requirement of prior notice	:	<p>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' notice to the Council or one month's salary in lieu of the notice period.</p>
13	Confidentiality clause	:	<p>a) During the period or engagement with the Council, 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 Council to anyone who is not authorized to have the same.</p> <p>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.</p> <p>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 Council on any matter during the period of his / her engagement with the Council.</p>
14	Conflict of interest	:	<p>The contractual employee shall be expected to follow the general conduct rules and regulations laid down by the Government for the employees. In case the services of the contractual employee are not found satisfactory or found in conflict with the interest of the Government functioning. His/her duties are liable to be terminated/ discontinued without assigning any reason thereof.</p>

15	Working hours	:	The contractual employee shall endeavour to observe normal office timings and may also be called upon to attend the office on Saturday, Sunday or any other holiday in case of requirement/exigencies. <i>In</i> case of leave or any exigency, the contractual employee shall notify the Council promptly
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