

Dated : 30th January, 2017

OFFICE MEMORANDUM

Applications are invited for the post of Consultant (Legal) on contract basis on consolidated monthly remuneration of Rs.80,000/- (Deputy Director level) for a period of one year from the date of engagement or till the post is filled up on a regular basis, whichever is earlier.

2. **Eligibility Conditions**

(a) **Essential Qualification.** LLB/LLM with three years post qualification relevant professional/ academic/ research experience preferably with specialization in Fiscal Laws. The applicant having experience in dealing with PMLA related matters would be preferred.

(b) **Age Limit.** Not more than 50 years as on closing date of the Advertisement/ Notice.

3. **Remuneration.** The candidate who is engaged as Consultant (Legal) will be paid a consolidated fee/ remuneration of Rs 80,000/- per month.

4. **Tenure.** The engagement would be initially for a period of one year. Further extension would be strictly on the basis of requirement and performance of the individual.

5. **Nature of Duties.** The candidate engaged as Consultant (Legal) shall render assistance to Officers of the Financial Intelligence Unit - India as directed. He/she may be required to appear before the Appellate Tribunal for PMLA and other Courts as directed. He/she may also be required to brief the Senior Law Officers, Central Government Standing Counsels and Senior/Panel Advocates.

6. **Terms and Conditions.** The successful candidate would be required to abide by the terms and conditions as per **Annexure-I** (enclosed).

7. **Method of Selection.** The shortlisted candidates will be interviewed by a Selection Committee constituted for this purpose, whose decision will be final and no correspondence in this regard will be entertained. Intimation shall be sent only to the selected candidate. FIU-IND would undertake police verification of the selected candidate.

8. FIU-IND reserves the right to decide to cancel this advertisement and not to proceed in the matter, at any stage accept or reject any or all offers, without giving any explanation, whatsoever.

9. **Undertaking.** He/she would also be required to give a Non-Disclosure Undertaking as per **Annexure-II** (enclosed) prior to his/her engagement.

10. Interested candidates may submit their application in the enclosed format as per **Annexure-III** in sealed cover superscripted "**Selection for the post of Consultant (Legal) in FIU-IND**", which should reach this office within **21** days from the date of publication of advertisement. Applications which are not made in the format as per Annexure-III will be rejected.

(S D Sharma)
Deputy Director (Admn)
Phone: 26883291

To

All Ministry / Department of Government of India – They are requested to give wide publicity to this circular.

TERMS AND CONDITIONS

1. Individual with requisite qualifications and experience as prescribed would be hired as Consultant (Legal).
2. The appointment of Consultant (Legal) would be on full time basis and they would not be permitted to take up any other assignment during the period of Consultancy with FIU-IND.
3. The Consultant (Legal) on having accepted the offer of engagement, shall enter into a contract, also having the confidentiality clause, with the Financial Intelligence Unit-INDIA, detailing the terms and conditions of engagement, before being assigned any work.
4. The Consultant shall not indulge in or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters which is of confidential / secret nature.
5. Consultant would be required to sign a Non-Disclosure Undertaking as per **Annexure-II**.
6. The Consultant shall be required to maintain discipline and absolute integrity in accordance with the rules as contained under the CCS(Conduct) Rules, 1964.
7. Any breach of Contract executed by the Consultant (Legal) with the Financial Intelligence Unit-INDIA shall be considered a sufficient ground for the termination of the engagement made under the contract and may further debar such Consultant (Legal) from future engagement by the Financial Intelligence Unit-INDIA.
8. The appointment of Consultant is of a temporary (non official) nature and the appointment can be cancelled at any time without assigning any reason.
9. FIU-IND would be free to terminate the services in case of absence of a Consultant by more than 15 days beyond the entitled leave in a calendar year without compelling reasons.
10. The post is based in New Delhi. The Consultant shall not be entitled to any allowance such as Dearness allowance, Residential Telephone, Transport Facility, Residential Accommodation, Personal Staff, CGHS, Medical Reimbursement, etc.
11. Consultant shall be eligible for 12 days leave in a calendar year on pro-rata basis. Therefore, a Consultant shall not draw any remuneration in case of his / her absence beyond 12 days in a year (calculated on a pro-rata basis). Also un-availed leave in a calendar year cannot be carried forward to next calendar year.
12. No TA /DA shall be admissible for joining the assignment or on its completion.
13. Consultant will not be allowed foreign travel at Government expenses. However, Consultant shall be allowed TA/DA for their travel inside the country in connection with the official work as follows :-
 - (a) TA - Second AC by rail or Economy class by Air.
 - (b) DA - Admissible as per rule.
14. The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the Department will issue TDS Certificate. Service Tax, as applicable shall be admissible to Consultants at the prevalent rates.
15. FIU-IND shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging / equipment or vehicles.

16. The consultant shall not claim any benefit / compensation / absorption / regularization of service with this office under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

17. The Consultant may be called on Saturday, Sunday and other gazette holidays, if required. The consultant would, however, be eligible for compensatory leave.

18. If any declaration given or information furnished by the candidate proves to be false or if the candidate is found to have willfully suppressed any material information, he/she will be liable for termination in addition to any administrative and/or legal action as Government may deem fit.

(Instructions: This Non-Disclosure Undertaking should be signed by persons who are engaged on contract basis with or by FIU-IND).

Non-Disclosure Undertaking

To
The Director,
Financial Intelligence Unit-India (FIU-IND).
Ministry of Finance, (Department of Revenue),
6th Floor, Hotel Samrat.
Kautilya Marg, Chanakyapuri,
New Delhi - 11 00 21

Sir,

I hereby undertake

- 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.
- 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.
- to hold such confidential information in trust and confidence both during and after the terms of my engagement.
- not to engage in any other employment/ occupation/ consultancy or any other activity during my engagement with FIU-IND which would otherwise conflict with my obligations towards FIU-IND.
- to abide by data security policy and related guidelines issued by FIU-IND.

2. In the event of my termination of employment for any reason whatsoever, I shall promptly surrender and deliver to FIU-IND any records/material, equipment, documents or data which is of confidential nature.

3. I shall keep FIU-IND 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 by FIU-IND in terms of its mandate under Prevention of Money Laundering Act, 2002, from any of its source, whether received in physical or in electronic format. It shall also include references received from law enforcement/intelligence agencies including foreign FIUs with regard to investigations undertaken by them as well as information contained in various databases of FIU-IND.

Yours faithfully,

(Signature.....)
Name:.....
Dated:.....
Address:.....
Personal contact No

APPLICATION FOR ENGAGEMENT AS CONSULTANT (LEGAL)
IN THE FINANCIAL INTELLIGENCE UNIT- INDIA

- | | | | |
|-----|---|---|--------|
| 1. | Name | - | |
| 2. | Date of Birth | - | |
| 3. | Father's Name | - | |
| 4. | Permanent Address | - | |
| 5. | Present Address | - | |
| 6. | Contact Numbers | - | |
| 7. | E-mail Address | - | |
| 8. | Educational Qualifications
(attach documentary proof) | - | |
| 9. | Experience
(attach documentary proof in support) | - | |
| 10. | Office/Organization or present
employment, if any | - | |
| 11. | Whether comfortable in working on
computer (MS Office etc) | - | Yes/No |

Dated :

(Signature of the candidate)