

**F.No. 2-1/2017/FIU-IND (Admn)**  
Government of India  
Ministry of Finance  
Department of Revenue  
Financial Intelligence Unit-India

6<sup>th</sup> Floor, Hotel Samrat  
Kautilya Marg, Chanakyapuri,  
New Delhi-110021

Dated, the 08<sup>th</sup> September, 2020

**OFFICE MEMORANDUM**

Financial Intelligence Unit- India, Department of revenue invites applications for the post of two Consultants (Analysts) purely on contract basis for a period of one year from the date of engagement.

2. The candidates fulfilling the eligibility criteria, as available on the website <https://www.fiuindia.gov.in>, may apply in the prescribed format, to this office by the prescribed date in sealed cover super-scribed **"Application for the Post of Consultants (Analysts)"** in FIU-IND.
3. The Following details are enclosed as Annexure to this OM:
  - a) Detailed Terms and Reference as per Annexure-I.
  - b) Application format as per Annexure-II.
  - c) Non-disclosure certificate as per Annexure-III.
4. Applicant must be available for interview on one day's prior intimation.
5. No TA/DA will be given for appearing in interview.
6. Selection will be purely on the performance in interview.
7. Final decision in selection of the candidates will rest with Director, FIU-IND.

Sd/- xxxx  
(D.S. Misra)  
Deputy Director (HRM)  
Phone: 24672793  
Fax: 26874459

**Encls:** As above



## Terms of Reference (ToR)/ Guidelines for engaging Retired Government employees as Consultants in Financial Intelligence Unit- INDIA(FIU-IND)

FIU-IND was established by the Government of India vide Office Memorandum dated 18<sup>th</sup> November, 2004 for coordinating and strengthening efforts of National and International Intelligence Investigation and Enforcement Agencies in combating money laundering and terrorist financing.

2. The core function of FIU is to perform analysis (both tactical and strategic) of information received from the reporting entities of the financial sector and provide actionable intelligence to the relevant agencies for investigation.
3. Financial Intelligence Unit-INDIA has been hiring services of retired Government employees as Consultant depending on exigencies of workloads. Henceforth, such engagement of retired Government employees in FIU-IND shall be governed as per the following guidelines
4. **Fee:** The maximum amount of monthly consolidated fee payable to the Consultants shall be as under

### **(A) Consultants (Analysts):**

- Rs. 45000/= pm for retired officer(s) from Central Government from the posts in the pay scale of PB-3 with GP Rs 6600/ (Level-11 of 7<sup>th</sup> CPC) or with five years' service in PB-3 with GP 5400/-(Level-10 of 7<sup>th</sup> CPC) or equivalent and officers retired in Scale- III from Financial Sector ie PSB, Insurance Sector etc.
- Rs. 40000 pm for retired officer(s) from Central Government from the posts in the pay scale of PB-3/ PB-2 with GP Rs 5400/- (Level-10/9 of 7<sup>th</sup> CPC ) or with two years' service, if retired in the pay scale of PB-2 with GP 4800/- (Level -8 of 7<sup>th</sup> CPC) or equivalent and officers retired in Scale- I and II from Financial Sector i.e. PSB, Insurance Sector etc.

The officer in FIU needs to understand the financial sector well as the is required to perform following specialized tasks

### **Scope of Work/ Job Responsibilities**

- (a) Interaction with the Principal Officers of Reporting Agencies for submission of reports under PMLA
- (b) Processing and analysis of reports for dissemination to law enforcement and intelligence agencies
- (c) Maintaining relationship with and processing of references received from Law enforcement/intelligence agencies/foreign FIUs

- (d) Addressing the training needs of reporting entities and government agencies assigned to them
- (e) Preparation of reports and maintain statistics/database
- (f) Understand ML/TF vulnerabilities of the product. Service and delivery mechanism of different entities in the financial sector
- (g) Liaison with LEA/IAs to understand their expectations and provide LEAs most relevant information
- (h) Study emerging, continuing and declining trends and typologies of predicate crimes and tax evasion methods and techniques and pass on the relevant red flag indicators to the REs to spot suspicious transactions.
- (i) Any other duties assigned by Director/Additional Director.

## 5. Other Terms and Conditions:

### (a) Eligibility Criteria

- (i) Age Limit. The maximum age limit for the post the Consultant shall be 65 years. Accordingly applicant having age above 64 (sixty four) years on last date of receipt of the application shall not be considered.
- (ii) Computer Literacy. Computer literacy /proficiency in computer operation are must.
- (iii) Communication and Drafting skill. Should have good communication and interpersonal skill with a strong flair for depth handling of work relating to job description. As mentioned above with good academic record and strong communication skill.

### (b) Educational Qualifications and Other Qualifying Conditions.

- (i) A Bachelor's degree from a recognized university, and
- (ii) At least 5 years' experience in the field of Administration or Financial and Economic Administration or Law or Company Law or Economic Laws such as Money Laundering or Capital market or Auditing or Enforcement of Laws or Investigation & Prosecution or Tax Administration or Regulatory Mechanism or Information Technology for the posts of Consultant fulfilling eligibility criteria of 4 (A) above.
- (iii) At least 2 years' experience in the field of Administration of Financial and Economic Administration or Law or Company Law or Economic Laws such as Money Laundering or Capital market or Auditing or Enforcement of Laws or Investigation & Prosecution or Tax Administration or Regulatory Mechanism or Information Technology for the posts of Consultant fulfilling eligibility criteria of 4 (B) and ( C) above

(c) **Period/ Type of Engagement.** Candidates selected will be appointed on contract basis for an initial period of one year. The appointment of consultants of temporary (non-official) nature. Further extension on year to year basis will be considered based on work performance and the need for the specific work/post

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(d) **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 candidates.

(e) **Accommodation.** No accommodation or House Rent will be provided by the FIU-IND.

(f) **Celling of remuneration/fee.** The payment of above remunerations will be subject to the further condition that pension, excluding Dearness Relief thereon. remuneration as mentioned above, will not exceed pay on which pension has been finalized or last pay drawn.

(g) **Drawal of Pension.** A retired Government official, if appointed as Consultant shall continue to draw pension and the dearness relief on pension during the period of his engagement as Consultant. His engagement as Consultant shall not be considered as a case of re-employment.

(h) **Allowances:** The Post is based in New Delhi Consultants shall not be entitled to any allowance such as Transport Allowance, Dearness Allowance, Residential Telephone Residential Accommodation. Personal Staff, CGHS Medical Reimbursement etc.

(i) **Leave:** Consultants 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 unavailed leave in a calendar year cannot be carried forward to next calendar year.

The Department would be free to terminate the services in case of absence of a Consultant exceeding 15 days beyond the entitled leave in a calendar year The Consultant may be required to work on Saturday, Sunday and Gazetted holidays also. If need be, for which no additional remuneration will be paid.

(j) **TA/DA:** No TA/DA shall be admissible for joining the assignment or on its completion. Consultants will not be allowed foreign travel at Government expenses. However, Consultants shall be allowed TA/DA for their travel inside the country in connection with the official work as follows:

- (i) TA- Reimbursement of Second AC Train fare/Air fare (economy class)
- (ii) DA-Admissible as per rule.

(k) **Evaluation of Performance of the Consultants:** There will be a continuous monitoring of the performance of the Consultants to ascertain that the output of the consultancy is in line with the given objectives.

(l) **Restriction:** the appointment of Consultants would be on full time basis and they would not be permitted to take up any other assignment during the period consultancy. They will adhere to office timings i.e 09.30 AM to 06.00 PM. They will mark their attendance.

(3)

(m) **Confidentiality of Data and Documents:** The Intellectual Property Right (IPR) of the data collected as well as the deliverables produced for FIU-IND shall remain with FIU-IND. No one shall utilize or publish or disclose of part with details of office, operational process, technical knowhow, security arrangements and administrative / organizational matters which is of confidential / secret nature, to a third party. The consultant shall be bound to hand over the entire set of records of assignment to FIU-IND before the expiry of the contract and before final payment is released by the FIU-IND. Consultant would be required to sign non-disclosure undertaking as per **Annexure-I**

(n) **Conflict of Interest:** The Consultant appointed by the FIU-IND, shall in no case represent or give opinion or advice to other in any matter which is adverse to the interest of the FIU-IND.

(o) **FIU-IND reserves the rights, as follows**

(i) To decide to cancel the advertisement, and not to proceed in the matter, at any stage and accept or reject any or all applications, without giving any explanation, whatsoever.

(ii) Termination of Agreement: FIU-IND may terminate a contract to which these Terms apply if:

(iii) The Consultant is unable to address the assigned works.

(iv) Quality of the assigned works is not to the satisfaction of the FIU-IND.

(v) The Consultant fails in timely achievement of the milestones as finally decided by the FIU-IND.

(vi) The consultant is found lacking in honesty and integrity.

(vii) The FIU-IND reserves the right to terminate the contract, by giving 15 days' notice to the Consultant.


(p) **Tax Deduction at Source:** There shall be a deduction of Tax at Source (TDS) as per the rates of TDS fixed by the Government for professional from time to time.

(q) FIU-IND shall not be liable for any loss, damage, theft, burglary or robbery of any personal belonging / equipment or vehicles of the personnel.

(r) 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.

(s) 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.



15.	Applicant must indicate how the eligibility criteria like number of years of service rendered in the relevant pay scale, educational qualification, experience in the relevant field, age on closing date of application and period are fulfilled.	
16.	Name, address, telephone numbers of all employer(s) during five years before retirement.	

Date :

(Signature of the Candidate)

Place :



**NON-DISCLOSURE UNDERTAKING**

To

The Director,  
Financial Intelligence Unit-India (FIU-IND)  
Ministry of Finance, (Department of Revenue)  
6<sup>th</sup> Floor, Samrat Hotel,  
Kautilya Marg, Chanakyapuri,  
New Delhi-110021

Sir,

I hereby undertake—

- to treat all the information that comes to my knowledge, as part of my duty in this office, confidential.
  - not to share, 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 keep it confidential both during and after the terms of my engagement/ deputation.
  - not to engage in any other employment/occupation/consultancy or any other activity during my engagement/deputation 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 termination/expiry of my engagement/deputation for any reason whatsoever, I shall promptly surrender and deliver to FIU-India any

records/material, equipment, documents or data which is of confidential nature, and shall not access the FIU official email.

- 3 I shall keep FIU-IND informed of any change in my address or contact details during the period of my engagement/deputation.
- 4 I understand that in the event of breach of the above conditions, appropriate action including legal action under the relevant law(s) may be initiated against me.
- 5 For the purpose of this undertaking, Confidential Information means any information received by FIU-India in terms of its mandate under Prevention of Money Laundering Act, 2002, or any related activity and functions assigned to me, whether received in physical or in electronic format. It shall 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.....

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Personal contact No.....