

F.No. A-12024/1/2022-LC
Government of India
Ministry of Law & Justice
Department of Legal Affairs
Law Commission of India

2nd & 4th Floor, Lok Nayak Bhawan,
Khan Market, New Delhi-110003
Date :

CIRCULAR

Empanelment for 06 Legal Consultants in the office of Law Commission of India, Ministry of Law & Justice, Government of India, Lok Nayak Bhawan, 'B' Wing, 2nd and 4th Floor, Khan Market, New Delhi-110003.

The Law Commission of India invites application for engagement of 06 Legal Consultants on contract basis to assist the Commission in its broad based research work and allied works. The Law Commission of India will avail the services of suitable candidates by engaging them on the basis of their research skills and project related expertise, if any, which is relevant to the terms of reference of the present Law Commission.

2. Interested and eligible candidates may submit applications in prescribed format (Annexure - I) within 15 days of publication of this advertisement. Applications with relevant enclosures should be scanned and sent only through email to lci-dla@nic.in. Only those applications will be considered that will be received via email and within prescribed time limit.

2. Terms and conditions for engagement as Consultant:

Terms and Conditions for engagement as Legal Consultant at

Law Commission of India

Sr No.	Name of the Post	Legal Consultant
1	Period of Consultancy	Initially for 01 (One Year) The contract can be extended further depending on satisfactory performance of the Legal Consultants. The contract may be terminated on one month's notice from either side or on payment of one month's pay in lieu thereof. Unauthorized absence may lead to termination of the engagement.
2	Nature of Duties	<ul style="list-style-type: none">• Research and documentation work• Any other responsibilities assigned by Law Commission of India.
3.	Job location	Lok Nayak Bhawan, Khan Market, New Delhi
4.	Qualifications/ Essential Criteria	<ul style="list-style-type: none">• The applicant should be an Indian national.• Applicants should possess LLB/B.A LLb/ B.Sc LLB degree from any recognized University• Good research skills.• Good skills in English speaking and writing.• Good knowledge in computers for preparing documents, PPT presentations, and usage of excel datasheets etc.
5.	Age Limit	<ul style="list-style-type: none">• Applicant should not be more than 32 years of age on last date of submission of application as per advertisement and should produce a fitness certificate of good health approved by Recognized Medical Person.
6.	Desirable Criteria	Person with LLM and additional qualification, research experience, published papers in Legal field would be preferred.
7.	Remuneration & Entitlements	<ul style="list-style-type: none">• A Consultant will be paid an honorarium of Rs. 60,000/- per month (Fixed). The amount of consultancy fee so fixed shall remain unchanged during the term of engagement.• The engagement will be strictly

		<p>contractual and will not confer any other benefits to the selected candidates.</p> <ul style="list-style-type: none"> • The consultant shall not be entitled to any benefit like Provident Fund, Pension, Gratuity, Medical Attendance Treatment, Seniority, Promotion etc. or any other benefit available to the regular employees of the Ministry. • No HRA shall be admissible. • The engagement of the Consultant is on full time basis. Normal working hours will be from 0900 to 1730 hrs. Working hours is subject to change from time to time. Saturdays/Sundays will remain closed as weekend off. In exigencies, he/she may be required to work beyond office hour and/or remuneration for such work is not admissible. He/She shall not accept other professional appointment, paid or otherwise during the term of engagement with this Ministry. • The appointee will be entitled to 08 Casual Leave and 02 Restricted Holidays. Leave would not be allowed for more than 05 Days at a time. Discretion is reserved to the Head of Department to refuse or revoke leave in the public interest. Leave encashment will not be permissible on unspent leave. Unspent leave will lapse on commencement of notice period. No other leave of any kind shall be admissible to him/her. In case he/she remains absent from duty beyond entitled leave, a proportionate deduction from the consolidated fee as applicable will be made. • The selected persons will be required to enter into a contract with the Law Commission of India in a prescribed format w.e.f. from the actual date of engagement as Consultant.
8.	Prohibition of Sexual Exploitation and Abuse:	<p>During the performance of the Consultancy Contract, the Legal Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any</p>

		<p>amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of LCI to refer any alleged breach of the foregoing standards of conduct to the relevant Statutory authorities for appropriate legal action.</p>
9.	Title Rights, Copyrights, Patents and Other Proprietary Rights	<p>Title to any equipment and supplies that may be furnished by Law Commission of India to the Individual Consultants for the performance of any obligations under the Consultancy Contract shall rest with Law Commission of India, and any such equipment shall be returned to Law Commission of India at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to Law Commission of India, shall be in the same condition as when delivered to the Individual Consultant, subject to normal wear and tear, and the Individual Consultant shall be liable to compensate Law Commission of India for any damage or degradation of the equipment that is beyond normal wear and tear.</p> <p>Law Commission of India shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual Consultant has developed for Law Commission of India under the Consultancy Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Consultancy Contract, and the Individual Consultant acknowledges and</p>

		<p>agrees that such products, documents and other materials constitute works made during the engagement for Law Commission of India. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Consultant under the Consultancy Contract or as result of such Consultancy Contract shall be the property of Law Commission of India that shall be made available for use or inspection by Law Commission of India at reasonable times and in reasonable places. It shall be treated as confidential and shall be delivered only to Law Commission of India's authorized officials on completion of work under the Consultancy Contract.</p>
10.	Confidential Nature of Documents and Information	<p>The Legal Consultant shall be subject to the provisions of the Indian Officials Secrets Act, 1923. The Individual Consultants shall not, except with the previous sanction of Law Commission of India or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV/ Radio broadcast/ Social Media or contribute an article or write a letter in any newspapers or periodical either in their own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to them by Law Commission of India. The Individual Consultant is prohibited from sharing any material that was created as part of the Consultancy or received during the engagement at the Commission from external agencies or from within Law Commission of India. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer, while, the</p>

		obligations of the provisions of The Official Secrets Act, 1923 shall remain effective for all intents.
11.	Use of Name, Emblem or Official Seal of The Law Commission of India	Individual Consultants shall not advertise or otherwise make public for purposes of commercial advantage that a contractual relationship exists with Law Commission of India, nor shall the Individual Consultants, in any manner whatsoever, use the name, emblem or official seal of Law Commission of India, or any abbreviation of the name of Law Commission of India, in connection with any business or otherwise without the written permission of Law Commission of India.
12.	Insurance	The Individual Consultants shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of their obligations under the Consultancy Contract, as well as for arranging, at their own expense, such as life, health and other forms of insurance as the Individual Consultant as they may consider appropriate to cover the period during which they are engaged.
13.	Travel, Medical Clearance and Service incurred Death, Injury or Illness	Law Commission of India may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in any offices or premises of Law Commission of India. In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of Law Commission of India under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of Law Commission of India or is performing any responsibilities under the Consultancy Contract in any offices or premises of Law Commission of India or Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation
14.	Force Majeure and	Force majeure as used herein means any

	other Conditions	<p>unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of any Individual Consultant.</p> <p>The Individual Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which Law Commission of India is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations. Any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Consultancy Contract</p>
15.	Termination	<p>The Law Commission of India can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it, Law Commission of India reserves the right to terminate the services of an Individual Consultant at any stage, in the event of a serious failure in the performance of the assigned task or in the case of a failure to observe the prescribed standards of conduct. However, in the normal course, Law Commission of India will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the Law Commission of India.</p>
16.	Settlement of Disputes	<p>Law Commission of India and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. Work related grievances, if any, should be</p>

		processed as per the redressal mechanism established at Law Commission of India
17.	Conflict of Interest	The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the Law Commission of India/Government of India, his/her engagement will be liable for discontinuation without assigning any reason.
18.	Review of performance	The individual Consultant will be subjected to review of their performance after every two months.

Annexure- I

The persons who fulfil the eligibility conditions after going through the details of scope of work and terms and conditions and other details may apply in the prescribed format as given below.

Format for Application

(i) Name:

(ii) Father's/ Husband's Name

(iii) Date of Birth:

(iv) Age (as on 01.07.2024):

(v) Address for correspondence:

(vi) Permanent Address

(vii) Contact No.: Landline

Mobile:

Email:

(viii) Educational Qualification (In reverse order, starting from the latest):

S. No.	Degree/ Course	Date of Passing	Subjects	University	Percentage/ CGPA

(ix) Experience:

S. No.	Name of employer/ organisation:	Duties performed:	Duration:

(x) List of relevant legal research and publications:

Place:

Signature:

Date:

Name:

** Signed application may only be sent through online mode, i.e to email id : lci-dla@nic.in