

SPICES BOARD
(Ministry of Commerce & Industry, Govt.of India)
Sugandha Bhavan, N.H. By Pass, P.B. No.2277,
Palarivattom. P.O., COCHIN – 682025
Tele: 0484-2333610 to 616, 2347965
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NOTIFICATION No.- 23/2023

ENGAGEMENT OF LEGAL CONSULTANT IN SPICES BOARD

Spices Board invites applications in the prescribed proforma (Annexure II) from eligible candidates for filling up 01 post of Legal Consultant in the Spices Board, Head Office, Kochi. A statement of Terms of Reference (ToR) for the post is enclosed as Annexure I. Applicants are advised to carefully go through the same with regard to eligibility criteria, experience required and other terms and conditions of engagement before submitting their applications.

Interested and eligible applicants may forward the duly filled in application in the prescribed proforma, along with all relevant enclosures, to the **Director (Administration), Spices Board, Sugandha Bhavan, N.H. By Pass, Palarivattom P.O. Kochi – 682 025** latest by **16th November 2023, 5 pm**. The envelope containing the application form should be clearly labelled “**Application for the post of Legal Consultant**”.

Application can also be sent by e-mail to the following email address:

spicesboardlegal@gmail.com

(Please indicate in the Subject line “ Application for the post of Legal Consultant”).

Eligible candidates may submit their applications in the given format (attached as Annexure II) along with copies of all relevant documents in support of Eligibility, Educational Qualifications, experience and age limit.

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

DIRECTOR (ADMIN)

Dated: 18.10.2023

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 Spices Board 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 ground 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	<ol style="list-style-type: none"> 1. Carry out continuous review, monitoring, applicability, interpretation of all relevant Rules/Legislations pertaining to Spices Board. 2. Provide technical inputs on matters referred including Tender documents, Memorandum of Understanding, inviting quotations, inviting expression of interests, agreements, matters related to Right to Information Act, 2005 etc. 3. Assist in matters related to court cases as well as matters which require examination from a legal point of view. 4. Maintain contact and Liaison with all empanelled Legal Counsels to keep abreast of ongoing and current court cases. 5. Perform such other work of legal nature as may be entrusted from time to time.
5	Job Location	Head Office, Kochi
6	Eligibility, Educational Qualifications, and age limit	<ol style="list-style-type: none"> a) Having Master's Degree/ Bachelor's Degree of Law from a recognized University or Institute in India, recognized by the Bar Council of India. b) Should be registered as an advocate in the Bar Counsel in terms of Advocate's Act, 1961. c) Must have excellent written and oral communication and interpersonal skills. <p><u>Age limit:</u> Not more than 60 years.</p>
7	Experience	Minimum 10 years' of post qualification experience in handling court cases of any Central or State Government Ministry/Department/PSU/Autonomous Bodies in High Courts/District Courts/Tribunals/Private Sector.

8	Remuneration & Entitlements	Rs. 50,000/- to Rs.60,000/- consolidated pay based on Qualifications and Experience
9	Allowances	<p>The contractual employee will not be entitled to any other allowances including, but not limited to, Dearness Allowance, House Rent Allowance, Medical Reimbursement, Pension, Gratuity etc.</p> <p>However, should they require to travel inside the country in connection with the official work of the Board, TA/DA as admissible to a regular employee of Pay Level 10 will be paid to him/her after obtaining approval of the competent authority.</p>
10	Leave	The contractual employees shall be entitled to avail 12 days of leave in a calendar year on pro rata basis. The unavailed leave in a calendar year neither be carried forward to next calendar year or nor can be encashed.
11	Termination of contract	<p>Spices Board reserves the right to terminate the contract at any time in case:</p> <ol 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) Spices Board chooses not to renew the contract at the end of the initial period of engagement; e) Any other reason.
12	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' notice to the Spices Board or one month's salary in lieu of the notice period.
13	Confidentiality clause	<ol style="list-style-type: none"> a) During the period of engagement with the Spices Board, 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 Spices Board 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 than the Spices Board on any

		matter during the period of his/her engagement with Spices Board.
14	Conflict of interest	The contractual employee shall be expected to follow the general conduct rules and regulations laid down for the Spices Board employees. In case the services of the contractual employee are not found satisfactory or found in conflict with the interest of the Government/Spices Board functioning, his/her duties are liable to be terminated/discontinued without assigning any reason thereof.
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. In case of leave or any exigency, the contractual employee shall notify the Board promptly.