

# SURVEYOR GENERAL'S OFFICE SURVEY OF INDIA HATHIBARKALA ESTATE DEHRADUN-248001 (UTTARAKHAND)

### No. 793/752030/1/2025-Store-SGO dated 28-04-2025

Survey of India, Dehradun invites applications from Indian Citizens for services as individual Legal Consultants on purely contractual basis as per the following details:

**1.** The details of essential qualification, work experience, age, job requirements, etc. for this engagement are given below:

•	Name of the position	:	Legal	Consultants		
•	No. of positions	:	(a)	02 nos. – Full Time in Surveyor General's office, Survey of India, Hathibarkala Estate, Dehradun, Uttarakhand		
			(b)	01 no – On retainer basis in the office of the Director, International Boundary Directorate & DSA, Survey of India, Second Floor, Wing A, Pushpa Bhawan, Madangir Road, New Delhi		
•	Working Hours	:	(a)	As per working hours of SGO, Dehradun.		
			(b)	On Retainer basis		
•	Educational Qualification	:	<ul> <li>Director, International Boundary Directorat &amp; DSA, Survey of India, Second Floor, Wing A Pushpa Bhawan, Madangir Road, New Delhi</li> <li>(a) As per working hours of SGO, Dehradun.</li> <li>(b) On Retainer basis</li> <li>Minimum Bachelor 's Degree in Law (LLB) or equivalent from a recognized University/Institut by Bar Council of India</li> <li>05 – 10 years of experience post qualification as practicing lawyer/legal consultant with law firms, and/or as law officer/legal consultant in an</li> </ul>			
•	Experience	:	as pr firms, regista dealin rules, rules, Centra	acticing lawyer/legal consultant with law and/or as law officer/legal consultant in any ered organization/ Ministry/Department of with the civil service rules, disciplinary financial rules, arbitration rules contract etc. (Govt of India/ State Government/ al PSUs) related legal matters/ cases in CATs/		
			AND			
				d be registered as an advocate in the Bar til of India in terms of Advocate Act 1961		

- Domain Area Experience : The persons applying should have good knowledge/ understanding of following but not limited to:
  - (i) CCS, CCA Rules
  - (ii) Disciplinary Rules
  - (iii) General Financial Rules
  - (iv) Contract Laws
  - (v) Arbitration Laws
  - (vi) Drafting of contract
  - (vii) Drafting of Legal Notices

•	Desirable	:	(i)	Any degree/diploma/certificate in Civil Service Rules or Post Graduate in Law from a recognized institute/university
			(ii)	Legal Consultants (to be deployed) should have good knowledge of Central Civil Services Rules and Regulations, proficiency in service matters excellent communication skills and drafting/writing skills.
•	Age limit	:		en 30-40 years on date of application for both sitions
•	Tenure of Engagement	:		nure of contractual engagement would be for od of 02 (two) years extendable for a further

#### 2. Remuneration:

- (i) Only a consolidated amount as per the following will be paid to the consultants and no other allowance such as TA/DA, HRA, etc what-so-ever will be admissible.
  - For position (a), amount upto ₹ 75,000/- per month (negotiable)

period of 01 year

- For positions (b), amount upto of ₹ 50,000/- per month (negotiable) alongwith amount as per applicability as defined in Ministry of legal Affairs, Department of Law & Justice OM No. 26(1)/2014/Judl. Dated 01-10-2015 and other orders (if any) issued from time to time.
- (ii) Survey of India will not be responsible for any facilities like transport, residential accommodation, CGHS, Medical reimbursement to the Legal Consultants.
- (iii) In case the legal consultant is required to travel out of station (for any purpose from Head Quarter i.e. Dehradun) for appearing before the Tribunals/ Courts, in order to represent the Department or due to any other official work related to legal matters, Grant of TA/DA would be admissible only as per the movement order / tour approval by the competent authorities i.e. Addl SG / Deputy Surveyor General (Legal), Surveyor General's office, Dehradun for position (a) and Director, International Boundary Directorate & DSA, New Delhi for position (b).

In case of approved tour, the reimbursement shall be made as per the following entitlement

- For position (a) Full Time Consultants He will be entitled for reimbursement equivalent to Level- 11 Group A officer.
- For position (b) -Retainer Consultants He will be entitled for reimbursement equivalent to Level- 10 Group A officer

### 3. Services to be rendered:

- (i) At present Survey of India has 13 cases in District Courts, 95 cases in CATs, 85 in High Courts and 03 cases in Supreme Court and the consultants should review all such cases and able to contest and prepare strategy for all the cases in effective manner.
- (ii) Shall render assistance to SGI / Addl. SGs / DSG, SGO, /Director, IBD&DSA, Survey of India in preparation of replies, brief, counter affidavits, counter reply, etc. and any other matter related to legal cases.
- (iii) Shall be dealing and advice in all types of service related legal matters/cases, legal implications and other miscellaneous cases in CAT/ Tribunals/High Courts/Supreme Court of India or other civil courts of India.
- (iv) Shall be required to prepare/ file/submit para-wise comments, counter reply, reply to the rejoinder and others.
- (v) Shall advise Survey of India on contract obligations and accordingly provide legal protection and risk management advice especially in contract management.
- (vi) Shall be required to be physically/virtually (as the case may be) present in hearings at CAT/ Tribunals/High Courts/Supreme Court of India or other civil courts of India.
- (vii) Shall be required to brief /advise Surveyor General of India, Addl. SGs/DSGs. Senior Law Officers, Central Govt. Standing Counsels, Senior / Panel Advocates, etc.
- (viii) Shall assist in all legal matters of Surveyor General's Office, Survey of India or any other officer of Survey of India.
- (ix) To analyses the existing laws/rules/acts/regulations etc of India related to activities required to fulfill the mandate of Survey of India.
- (x) Any other work related to legal cases that may be assigned by the Competent Authority.
- (xi) Shall advice on legal implications of issues related to service matter, disciplinary proceeding, etc.

### 4. Period of engagement: -

- (i) The tenure of contractual engagement would be for a period of 02 (two) years extendable on the basis of performance review, for a further period of 01 year on mutual consent in writing. The contract may be terminated/ curtailed by giving one month's notice by the Survey of India without assigning any reason.
- (ii) Engagement will be purely on contract basis for a temporary period and it will not confer any right, explicit or implicit, on the incumbent for any claim for absorption/ regularization/ continuation against any post in Survey of India. The engagement can be terminated by giving one months' notice by either of the parties. However, in case of poor performance/ moral turpitude / conviction by a Court of Law / insolvency / loss of license to practice / grave misconduct / financial irregularity, the contract can be

terminated immediately. The performance of the consultant so engaged will be reviewed on periodic basis and the tenure can be curtailed or extended, subject to satisfactory performance. Absence from duty without permission shall be liable for termination of engagement.

#### 5. Other Terms and Conditions:

- (i) Leave: Consultant shall be eligible for 8 days paid leave during period of contract i.e. 12 months on pro-rata basis. If the contract is extended, then additional leaves will be added on pro-rata basis. Consultant shall not be eligible for any remuneration in case of his / her absence beyond 8 days during period of contract (calculated on a pro-rata basis). Office would be free to terminate the services in case of absence by more than 15 days beyond the entitled leave during period of contract of 12 months.
- (ii) Maintaining confidentiality: The consultant will treat the information made available to him/her by Survey of India or by third parties in connection with the performance or the services for which he/she is engaged as confidential and use it only for the purpose or such performance. He/she will exercise the same degree of care as a person would normally exercise to protect their own proprietary information, having regard to the nature of the information. He/she will, upon completion of their term or Survey of India requiring him/her to do so, whichever is earlier, either return to Survey of India such information or shall certify to Survey of India that all media containing such information have been destroyed. The consultant having accepted the offer of engagement, shall enter into a contract, also having the confidentiality clause, undertaking as per Official Secret Act, etc., with the Survey of India, detailing the terms and conditions of engagement, before being assigned any work.
- (iii) Legal status: The consultants will not be regarded for any purposes as an employee or official or representative of Survey of India. Further, the relationship between Survey of India and the consultant will not be one of an employer and employee. or of a principal and its agent.
- (iv) Standards of conduct: In general, the consultants will neither seek nor accept instructions from any authority external to Survey of India in connection with the performance of his/her services to Survey of India. He/she will not take any action in respect of or related to the performance of the services for which he/she is engaged by Survey of India which may adversely affect the interests of Survey of India, and will perform such services with the fullest regard to the interests of Survey of India. The consultants will not offer any direct or indirect benefit arising from or related to the performance of services for which he/she is engaged by Survey of India, or for the award of such services to him/her by any representative, official, employee of Survey of India. The consultant will comply with all laws, rules and regulations bearing upon the performance of the said service and will comply with such other standards of conduct as Survey of India may direct. Failure to comply with the same will constitute grounds for termination of the services engaged for cause.
- (v) Title rights, copyrights, patents and other proprietary rights: Title to any equipment and supplies that may be furnished by Survey of India to the consultants for the performance of the services engaged by Survey of India will vest in Survey of India and

any such equipment etc. will be returned to Survey of India upon completion of the consultant's term or its termination or when it is no longer needed by the consultants, whichever is earliest. Such equipment will be returned to Survey of India in the same condition as it was in when delivered to the consultants, subject to normal wear and tear, and the consultants will be liable to compensate Survey of India for any damage or degradation or such equipment etc. beyond normal wear and tear.

- (vi) Intellectual property and other proprietary rights: Survey of India will be entitled to all intellectual property and other proprietary rights, including, but not limited to, copyrights in respect or processes, ideas, know how or documents and other materials which the consultant may develop for Survey of India and which may be are direct relation to or are produced or prepared or collected in consequence of, or during the course of the performance of the service engaged by Survey of India. Subject to the aforesaid, all plans, reports, recommendations, documents and all other data compiled or received by the consultant in the course of rendering the services engaged by Survey of India will be the property of Survey of India and will be treated as confidential and will be delivered only to persons authorized by Survey of India upon completion of the services rendered.
- (vii) Confidential nature of documents and information: The consultants will be subject to the provisions of the Official Secrets Act 1923. The consultants will not, except with the previous sanction of Survey of India or in the bona-fide performance of his/her services, publish a book or a compilation of articles or participate in radio broadcast or contribute an article or write a letter in any newspapers or periodical either in his 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 him by Survey of India.
- (viii) Use of name, emblem or official seal of the Survey of India: The consultant will not advertise or otherwise make public for purposes of commercial advantage that he/she has a contractual relationship with Survey of India, and nor will he/she, in any manner whatsoever, use the name. emblem or official seal of Survey of India, or any abbreviation of the name of Survey of India, in connection with his/her business or otherwise, without the written permission of Survey of India.
- (ix) Survey of India not liable for compensation for death, injury or illness: In the event or the death, injury or illness of the consultants attributable to the price of services on behalf of Survey of India while the consultants is travelling at Survey of India expense or performing any such service in any offices or premises of Survey of India or the Government of India, the consultants of his/her dependents, whichever is appropriate. , will not be entitled to any compensation.
- (x) Tax deduction at source: Income-tax or any other tax liable to be deducted at source as per extant law will be so deducted while making payments, for which Survey of India will issue requisite certificate of such deduction.
- (xi) Prohibition of sexual exploitation and abuse: In the performance of his/her services, the consultants will comply with the provisions or the Sexual Harassment of Women at

Workplace (Prevention, Prohibition and Redressal) Act. 2013. Any breach of the said provisions will constitute a breach of the terms of engagement of the consultants services by Survey of India and, in addition to any other legal rights or remedies available to any person, will give rise to grounds for termination of the said engagement of service. Further, Survey of India will be free to refer any alleged breach of the said provisions to relevant authorities for appropriate action.

- (xii) Settlement of disputes and arbitration: Survey of India and the consultants will Endeavour to amicably settle any dispute, controversy or claim arising out of the engagement of the consultant's services by Survey of India, or any breach, termination or invalidation thereof. Any such dispute, controversy or claim. unless settled amicably as aforesaid, will be referred for arbitration by an arbitrator mutually agreed to between Survey of India and the consultant.
- (xiii) The engagement of the consultant shall be governed by all applicable laws, legislation, enactment and procedures established by Govt of India concerning with such engagement.
- (xiv) The consultant should have good verbal and written communication Skills including delivering quality presentations in person and remotely. Confident in conversations with different types of stakeholders.

#### 6. How to Apply/Selection Process:

(i) Completely filled applications should reach this office alongwith all the enclosures set out in the application form in Annexure, either through registered post or through email on or before 15-05-2025.

Email :sgo.store.soi@gov.inAddress :The Deputy Surveyor General & Chairman of the Committee<br/>Surveyor General's Office, Survey of India<br/>Hathibarkala Estate, Dehradun – 248001 (Uttarakhand)

- (ii) The applications received will be screened on the basis of the eligibility criteria and the applicants will be shortlisted for interaction/interview on the basis of assessment of their overall profile.
- (iii) The shortlisted applicants will be called for interaction/interview. The date and venue for interaction/interview will be communicated to the shortlisted applicants separately on the communication details provided by them in the application form.
- (iv) Selection of candidates for engagement as consultants purely on contractual basis will be made by Survey of India in its discretion.
- (v) All certificates and documents in support of eligibility will be verified at the time of interaction/interview. Candidate who fails to produce the same in original will not be allowed to attend the interaction/interview.

- (vi) The applicant must ensure that the application and documents submitted should be clearly visible and readable.
- (vii) Candidates are also advised to provide correct information in their application.
- (viii) Incomplete application (i.e. without photographs, relevant mark sheet and certificates and unsigned etc.) will not be entertained and will be summarily rejected.
- (ix) In case of any false information received during selection process, the candidature of the applicant and the candidate will be debarred from attending the interview in future.

#### 7. General terms & conditions for engagement: -

- (i) The date for determining age/qualification and experience shall be the last date of submission of application form.
- (ii) The engagement is purely on "contractual basis" and is not be construed as giving rise to any right to regular appointment in any manner. The engagement of visiting consultant is subject to the terms and conditions issued by Survey of India in this regard from time to time.
- (iii) Survey of India reserves the right to reject any application, or cancel the candidature, or the whole process of selection, or admit less than the number of consultant indicated, without assigning any reason thereof and no enquiry or correspondence will be entertained in this connection. The decision of the Survey of India management for this purpose shall be final and binding.
- (iv) Candidature of an applicant is liable to be rejected at any stage of the selection process, or after selection, in case any information provided by the candidate is found to be false, or is found not to be in conformity with requisite eligibility criteria mentioned in the advertisement.
- (v) No TA/DA will be paid to the candidates for attending interview and/or joining of the assignment.
- (vi) Survey of India works in computerised environment, therefore the candidates must possess basic computer skills.
- (vii) Selected candidates shall be required to sign a contract agreement as per the terms and conditions of Survey of India. The contract shall end on expiry of the prescribed period and no separate notice shall be required to be given.
- (viii) Candidature/contract of candidate(s) submitting false certificates or suppression/ submission of incorrect information shall be liable for termination/ disqualification/ rejection at any stage.
- (ix) Conflict of interest: The consultant engaged by Survey of India, shall not represent or give opinion or advice to others in any matter which is averse to the interest of this office.
- (x) Canvassing in any form and/or bringing any influence or otherwise will be treated as a disqualification for the above position.

#### **Annexure**

#### **APPLICATION FOR LEGAL CONSULTANT**

### <u>Proforma</u>

## <u>Application for engagement of Consultant(s) on Contractual basis in Survey of India</u>

Name of the Position Applied :\_\_\_\_\_

1.	Name in f	ull (Block Letter)							
2.	Father's N	Jame							Attested
3.	Mother's	Name							otograph to pasted
4.	Date of Bi	irth						De	pasteu
5.	Nationali	ty							
6.	Residentia	al Address							
7.	Correspo	ndence Address							
8.	E-mail id								
9.	Phone/M	obile No.							
10.	Aadhar N	0.							
11.		cational Qualification (in chronological order from 10 <sup>th</sup> standard onwards.) (please enclose attested photocopies of education qualifications)							se enclose
	Exam	University/Institution	Year c	of	Subjects		Marks %		Division/Cl
	Passed	/Board	Passir	lg					ass

	<b>first job)</b> (please enclo Name and address of		riod		nation of post held	Nature of wor	k and		
	Employer/Institutio			-	cale of pay	level of			
	n			1 5		responsibilities.			
		From	То						
13.	Membership of Bar Council of India:								
	Please specify memb attach Copy or proof o								
14.	Languages known	I IIIeIIIbei	sinp						
14.	Languages known								
15.	Additional relevant information, if any, in								
	support of your suitability for the said								
	engagement, attach a separate sheet, if								
	necessary								
16.	Details of Enclosures			(i)	Identity Proof suc	ch as Aadhar			
				(ii)	Card and PAN card Atleast two pa	assport size			
				()	photographs	Sopore 5120			
					Address Proof.				
				(iv)	Date of Birth cer certificate or	tificate (birth 10 <sup>th</sup> class			
					marksheet).				
				(v)	Consolidated LLB n				
				(vi)	Bar Council	Registration			
				(vii)	certificate. No Objection Cert	ificate (NOC)			
				(vii)	from existing emp				
					and				
					Experience certifica				
					Valid proof of chan any).	ge of name (If			
				(x)	ITR returns for last	05 years			
				(xi)	GST number				

17. Details of blood/close relative employed in Survey of India (if any):

18. Undertaking/Declaration: - I hereby declare that all the statements & information made in the application are correct and complete to the best of my knowledge & belief and nothing has been concealed/distorted. I further declare that I was clear from vigilance angle at the time of my retirement (in case of Govt. Employee) and I am medically fit to perform office work. In the event of any statements & information being found false or incorrect at any time, action may be taken against me and I shall abide by the decision of authority, my engagement shall be liable to be summarily terminated without notice/compensation.

(Signature of Candidate)

Name.....

Place : .....

Date : .....