

Advertisement for Engagement of Legal Consultant in Joint Plant Committee (JPC)

Joint Plant Committee (JPC) is looking for experienced candidates for engagement as **Legal Consultant** on contract basis. Details of the same are given below:-

1. **Number of vacancy :** One
2. **Job Posting:** JPC Head Office, New Delhi
3. **Terms and Conditions:** Details are in **Annexure-A**.
4. **Submission of Applications & Mode of Recruitment:**
 - i. Eligible Candidates are required to send filled up application form (**Annexure-B**) along with self attested photocopies of educational qualification, work experience etc. **in sealed envelopes to JPC office at 301-306, Aurobindo Place, Hauz Khas, New Delhi – 110016**, addressed to DGM (HR&A), I/c, JPC, with the envelopes marked as "*Application for the post of Legal Consultant in Joint Plant Committee (JPC)*".
 - ii. The last date for submission of the completed application is **5th December, 2025**.
 - iii. Any application received after the due date/time shall be summarily rejected.
 - iv. Candidates may note that scanned copy of applications, complete in all respects, may also be mailed to jpc.hiring2025@gmail.com
 - v. All the applications received within the stipulated date shall be scrutinized and shortlisted by an Internal Committee for selection as **Legal Consultant** in JPC.
 - vi. Only the candidates who are selected for the program shall be intimated.
 - vii. The decision of the Internal Committee shall be final and binding and no queries shall be entertained in this regard.
 - viii. The Internal Committee may devise its own method for selection of suitable candidates as per the requirement. It may also recommend a panel of names for keeping in reserve list with a validity period of one year from the date of recommendation.
 - ix. The candidature will be considered on the basis of the information declared in the application and supporting documents submitted at the time of application. If at any stage in the future, it is found that any information furnished in the application is false /incorrect or if according to the JPC, the candidate does not satisfy the eligibility criteria, his/her candidature/engagement is liable to be cancelled/terminated.

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Annexure-A : General Terms and Conditions

1. **Tenure:** Initially for a period of two years and extendable by one more year upto a maximum tenure of three years (i.e. 2+1) based on evaluation of performance by JPC. The engagement of Legal Consultant is of a temporary nature and the JPC can cancel the engagement at any time without providing any reasons thereof.
2. **Qualification:** Master's Degree/ Bachelor's Degree of Law from a recognized University or Institute in India, recognized by the Bar Council of India, with excellent written, oral communication and interpersonal skills.
3. **Experience:** Preference would be given to retired government/government organisations/CPSE officials with experience of having worked in law/legal department and having dealt with drafting legal documents, examination from legal point of view, handling court cases, scrutinize legal papers, preparing legal documents/affidavits, including international litigation/arbitrations, among others.
4. **Age:** Candidate should be below 65 years of age as on 1st July, 2025.
5. **Remuneration:**
 - a. Selected candidates will be paid a consolidated remuneration of Rs 120,000/- per month (inclusive of all applicable taxes and no other facility or allowance will be allowed) with an annual increment of 5% based on performance.
 - b. Notwithstanding anything mentioned above, in no case shall the remuneration of any Legal Consultant shall exceed 1.35 times of the initial remuneration.
 - c. Engagement criteria may further be defined for specific positions depending on the specific requirements and circumstances.
6. **TA/DA:** Domestic tours would be subject to approval of Competent Authority and reimbursement of travel by Economy Class in air and by AC two tier in rail, would be allowed, and hotel accommodation of upto Rs 2250/- day would be allowed subject to furnishing of relevant documents.
7. **Payment:** The payment will be released by JPC within one week after completion of the month based on the attendance registered by the Legal Consultant and on certification by concerned reporting officer.
8. **Leave:** The Legal Consultant shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Further, the absence up to one month may be considered without remuneration with the approval of Executive Secretary, JPC. However, in exceptional cases for professional development, training etc., this condition may be relaxed with the approval of Executive Secretary, JPC.

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9. **Tax Deduction at Source:** 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 JPC will issue TDS Certificate/s, Goods and Service Tax, as applicable shall be admissible to the Legal Consultant. JPC undertakes no liability for taxes or other contribution payable by the Legal Consultant on payments made under this Consultancy Contract.
10. **Police Verification:** Police verification of the Legal Consultant shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the Contract of the Legal Consultant shall cease to exist with immediate effect without any notice.
11. **Training:** After joining, a minimum of three days of induction training (not to be paid) may be organized for all Legal Consultant.
12. **Probation:** The selected candidates will be on a probation period of six months, effective from date of joining and will be confirmed in their respective posts, consequent upon successful completion of probation period.

Contractual Terms and Conditions

13. **Legal Status:** The Legal Consultant shall not be regarded, for any purposes, as being either a "staff member" or an "official" of the JPC. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between JPC and the Legal Consultant.
14. **Standards of Conduct:** The Legal Consultant shall neither seek nor accept instructions from any authority external to JPC in connection with the performance of its obligations under the Contract. The Legal Consultant shall not take any action in respect of performance of the Contract or otherwise related to obligations under the Contract that may adversely affect the interests of JPC, and the Legal Consultant shall perform its obligations under the Contract with the fullest regard to the interests of the Ministry. The Legal Consultant warrant that it has not and shall not offer any direct or indirect benefit arising from or related to performance of the Contract of the award thereof to any representative, official, employee or other agent of JPC. The Legal Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract, the Legal Consultant shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Legal Consultant for the cause.
15. **Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the Legal Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. The Legal Consultant acknowledge and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of JPC to

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Advertisement for Engagement of Legal Consultant in Joint Plant Committee (JPC)

refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

- 16. Title Rights, Copyrights, Patents and Other Proprietary Rights:** Title to any equipment and supplies that may be furnished by the JPC to the Legal Consultant for the performance of any such obligation under the Contract shall rest with the JPC and any such equipment shall be returned to the JPC at the conclusion/termination of contract or when no longer needed by the Legal Consultant. Such equipment, when returned to the JPC shall be in the same condition as when delivered to the Legal Consultant, subject to normal wear and tear, and the Legal Consultant shall be liable to compensate the JPC for any damage or degradation of the equipment that is beyond normal wear and tear. JPC 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 Legal Consultant have developed for JPC under the 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 Contract, and the Legal Consultant acknowledge and agree that such products, documents and other materials constitute works made for hire for the JPC. 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 Legal Consultant under the Contract shall be the property of the JPC, shall be made available for use or inspection by the JPC at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to the JPC authorized officials on completion of work under the Contract.
- 17. Confidential nature of Documents and Information:** The Legal Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. The Legal Consultant shall not, except with the previous sanction of the JPC or in the bona fide discharge of his or her duties, 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 related to subject matter assigned to him by the JPC.
- 18. Use of Name, Emblem or official seal of the JPC:** The Legal Consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with the JPC, nor shall he/she, in any matter whatsoever, use the name, emblem or official seal of the JPC or any abbreviation of the name of the JPC, in connection with its business or otherwise without the written permission of the JPC.
- 19. Insurance:** The Legal Consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the contract, as well as for arranging, at the Legal Consultant's sole expense, such life, health and other forms of insurance

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as the Legal Consultant may consider to be appropriate to cover the period during which the Legal Consultant provide services under the Contract.

- 20. Travel, Medical Clearance and service incurred death, injury or illness:** JPC will require the Legal Consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of JPC. In the event of the death, injury or illness of the Individual Legal Consultant which is attributable to the performance of services on behalf of JPC under the terms of the Contract while the Legal Consultant are travelling at JPC's expense or is performing any services under the Contract in any office or premise of JPC, the Legal Consultant or their dependents, as appropriate, shall not be entitled to any compensation.
- 21. Force Majeure and other Conditions:** Force majeure as used herein means any 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 the Legal Consultant . The Legal Consultant acknowledge and agree that, with respect to any obligations under the Contract that the Legal Consultant must perform in or for any areas in which JPC is engaged in, preparing to engaged 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 contract.
- 22. Termination:** JPC can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the Legal Consultant. The Legal Consultant can also seek for termination of the contract upon giving one month's notice to JPC.
- 23. Audits and Investigation:** Each remuneration paid by the JPC shall be subject to a post-payment audit by auditors, whether internal or external, of JPC or by other authorized and qualified agents of JPC at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. JPC shall be entitled to a refund from the Legal Consultant for any amounts shown by such audits to have been paid by the JPC other than in accordance with the terms and conditions of the Contract. The Legal Consultant acknowledge and agree that, from time to time, JPC may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the JPC to conduct an investigation and the Legal Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Legal Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Legal Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to JPC access to the Legal Consultant's premises at reasonable times and on reasonable

Sayan

Advertisement for Engagement of Legal Consultant in Joint Plant Committee (JPC)

conditions in connection with such access to the Legal Consultant's personal and relevant documentation.

- 24. Settlement of Disputes:** JPC and the Legal Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Work related grievances, if any, should be processed as per the redressal mechanism established at the JPC.
- 25. Governing Law:** The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts at Delhi.
- 26. Conflict of interest:** The Legal Consultant shall be expected to follow all the rules and regulations of the JPC which are in force. He/she will be expected to display utmost, honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of the Legal Consultant are not found satisfactory or found in conflict of the interests of the JPC, his/her services will be liable for discontinuation without assigning any reason.
- 27. Relaxation:** Where the Executive Secretary, JPC is of the opinion that it is necessary or expedient so to do, it may by order and for reasons to be recorded in writing, relax any of the provisions of these terms and conditions.

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Annexure-B: Application for the post of Legal Consultant in Joint Plant Committee (JPC)

Advertisement No.: JPC/HR&A/Legal Consultant /2025-26

Paste your recent
passport size photograph
in this space

1. Name in full (in Block letters)
2. Father's Name
3. Permanent Address
4. Correspondence Address
5. Candidate's Date of Birth (DD/MM/YYYY format)
6. Mobile No.
7. E-mail ID
8. Nationality
9. Aadhaar No.
10. (a) Educational Qualifications in chronological order beginning from Matriculation (10th Onwards)

Name the Examination passed	Year of passing	Name of Board/University	Subjects Studied	Division/%age of marks obtained (If CGPA Score, put equivalent percentage as per formula of institute)

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Advertisement for Engagement of Legal Consultant in Joint Plant Committee (JPC)

10. (b) Professional/Technical Qualifications:

Name the Examination passed	Year of passing	Name of Board/University	Subjects Studied	Division/%age of marks obtained (If CGPA Score, put equivalent percentage as per formula of institute)

11. Work Experience in chronological order, starting with the first job

Name & address of Employer	Period of service		Designation of post & Salary drawn per month	Total length of service	Nature of work & level of responsibilities
	From	To			

Declaration & Certificate

I hereby declare and certify that all the statements made in this application are true and correct to the best of my knowledge and belief. If any of the particulars furnished by me are found to be incorrect or suppressed, my candidature is liable to be rejected at any stage during or after the selection process. Further, I understand that this position is purely temporary on contract basis, if it is found after my appointment that the particulars furnished by me are incorrect or suppressed, my services are liable to be terminated without any notice.

Signature of the Candidate

Place.....

Date.....

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