



Central Bureau of Investigation
Anti-Corruption Branch, Delhi
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Engagement of Retired Police Officers as Consultants to work as Pairvi work

CBI, ACB, Delhi branch intends to hire 08 retired Police Officers/Officials (**upto the rank of Inspector**) from Central Police Organisations/State Police as Consultant for Pairvi work in trial court(s) located at Rouse Avenue District Court, New Delhi as per the terms & conditions mentioned below and as laid down in OM No. 3-25/2020-E.IIIA of Ministry of Finance (Department of Expenditure) dated 09.12.2020

2. In this regard, the general terms and conditions governing the contract are available as Annexure 'A'. The complete application in the prescribed format (Annexure-I) along with requisite documents may be sent by Regd. Post/Speed Post to the Joint Director & Head of Zone, Central Bureau of Investigation, Delhi Zone, 5-B, 10th Floor, 'B' Wing, CGO Complex, Lodhi Road, New Delhi-110 003 so as to reach on or before 29.02.2024.

3. Incomplete application or applications received after last date are liable to be rejected.

(Sd/-)
(Akhilesh Kumar Singh)
Head of Branch/DIG
CBI, ACB, Delhi

TERMS & CONDITIONS

1. Job Description:

Requirement	Eligibility Criteria	Work Experience/ Job Profile
Consultant to work as a Pairvi Officer	Retired police officers / officials of the Central Police Organisation/ State Police.	Min. 03 years experience in investigation / prosecution / court duty during trial of criminal cases.

2. General Terms:

- 2.1 The candidate should have retired from Central / State Government and should have experience in investigation or prosecution or court duty in a criminal court of law.
- 2.2 The candidate should not have completed more than 4 years after his/her superannuation from government service.

3. Nature of duties:

- (i) To assist the law officer(s) during court hearings;
- (ii) To assist the law officer(s) in obtaining court processes and their timely delivery to branch;
- (iii) To assist the law officers and Investigating Officers (IO) to prepare the witnesses before their appearance in Court by providing them a copy of their statement to refresh their memory;
- (iv) To assist the law officer in identifying the crucial witnesses in a case and to follow up with the IO / HIO for frequent liaison by IO/HIO with them so as to prevent them from being dissuaded to disclose facts to the court on account of inducement, threat or promise of allurements;

- (v) To obtain from law officer(s) the list of the documents / material objects (MO) to be marked through the summoned witnesses and to co-ordinate with Malkhana in-charge to ensure their timely production in the Court at the time of hearing;
- (vi) To ensure timely collection of certified / uncertified copies of deposition of witnesses and all court orders;
- (vii) To ensure the disposal of unmarked / unexhibited documents / MOs after judgement in a case. However, the marked / exhibited documents / MOs are to be disposed only after finality of criminal proceeding including filing / disposal of appeal(s);
- (viii) To coordinate between branch / HIO and the law officer for smooth functioning of the court proceedings including production of documents / MOs, timely filing of applications on behalf of CBI and submission of court replies, etc;
- (ix) To give weekly case-wise report to the Head of Branch on status of assigned cases;
- (x) To immediately inform the Head of Branch of any major developments during a hearing including adverse remarks and orders by the Court;
- (xi) To attend to any work, related to trial of a case, assigned by Head of the branch;

4 Period of engagement:

- 4.1 The term of appointment shall ordinarily be for an initial period not exceeding one year, which is extendable by another one year. Beyond two years after the age of superannuation where adequate justification exists, the term may be extended based on a review of the task and the performance of the contract appointee, provided it shall not be extended beyond 5 years after superannuation.
- 4.2 The engagement of consultant(s) would be on a full-time basis and one would not be permitted to take up any other assignment during the period of consultancy.
- 4.3 The engagement of consultant(s) would be of a temporary nature against the tasks assigned. The engagement can be cancelled at any time by CBI without assigning any reason.

5 Remuneration payable to consultants:

- 5.1 In case of Central/State Government retirees covered under the CCS (Pension) Rules, a fixed monthly amount shall be admissible arrived at by deducting the basic pension (without commutation, if any) from the pay drawn at the time of retirement. The amount of remuneration so fixed shall remain unchanged for the term of the contract. There will be no annual increment/percentage increase during the contract period.
- 5.2 While fixing remuneration in case of Central/State Government retirees covered under the National Pension System (NPS), an amount equivalent to 30% of the last basic pay as drawn at the time of retirement shall be deducted from the last basic pay and the resultant amount shall be the fixed monthly amount as remuneration (DOPT OM dated 18.10.23).
- 5.3 No increment and dearness allowance shall be allowed during the term of the contract.

6 Other entitlement of Consultants:

6.1 Leave:

Paid leave of absence shall be allowed at the rate of 1.5 days for each completed month of service. Accumulation of leave beyond a calendar year shall not be allowed.

6.2. Tax Deduction at Source (TDS):

TDS/applicable taxes as admissible shall be deducted from the monthly remuneration of Consultants. A TDS certificate shall be issued by the concerned DDO on demand.

6.3. TA/DA:

No TA/DA shall be admissible for joining the assignment or on its completion. The consultants would be entitled to draw TA/DA for work-related travel as per his/her last entitlement at the time of retirement as per the Government norms, in case he/she is deputed for official work outside headquarters.

6.4 Accommodation / HRA:

No accommodation / HRA shall be provided.

6.5 Transportation Allowance:

An appropriate and fixed amount as Transport Allowance for the purpose of commuting between the residence and the place of work shall be allowed not exceeding the rate applicable to the appointee at the time of retirement. The amount so fixed shall remain unchanged during the term of appointment.

7 Working facilities to be provided:

7.1 Only the basic working facilities/infrastructure shall be provided to the consultants.

7.2 No transport or telephone/internet facility at residence etc. shall be provided.

8 Confidentiality of data and documents:

The Consultant shall not utilize or publish or disclose or part to third party any data or statistics or proceedings or information gathered during the course of this assignment without the written consent of CBI. The consultant shall sign an undertaking of confidentiality with the CBI.

9. Working Hours:

The consultant(s) shall have to work as per the working hours of the CBI. However, depending on the exigency of work, one may be required to come early or sit late to complete the time bound work or attend office on holidays. No extra remuneration or fee would be payable if work requires late sitting or coming on holidays.

10. Rights of CBI:

CBI reserves the right to cancel and not to proceed in the matter for engagement of Consultant at any stage without giving any reason, whatsoever.

11. Termination of Engagement:

11.1 CBI may terminate the services of the Consultant, if

- a) The consultant is unable to accomplish the assigned works
- b) Quality of accomplished work is not to the satisfaction of CBI
- c) The consultant fails in timely achievement of the milestones as decided by CBI.
- d) The consultant is found lacking in honesty and integrity.
- e) Posting of a Government official who could do the consultant job.
- f) The requirement of consultant for the work assigned ceases to exit.
- g) The undertaking given by the candidate is found false.
- h) The consultant completes 05 years after retirement.

11.2 The engagement contract can be terminated by giving 15 days notice in writing from either side. The termination will be without prejudice to either party's rights accrued before termination.

Annexure - I

APPLICATION FORMAT FOR CONSULTANT

Photo (Self attested)

1	Name in full (Block Letter)	
2	Father's Name	
3	Address for correspondence (with PIN CODE)	
4	Telephone / mobile no. & Email ID	
5	Date of birth & date of retirement from Govt. Service	
6	Last post held at the time of retirement	
7	Name & address of last office from which retired	
8	PPO & LPC No. (copies to be attached)	
9	APARs for the last five years (to be attached, if available)	

10	Last pay drawn at the time of retirement including pay level (as per pay matrix 7 th CPC)				
11	Educational Qualification (Matriculation, High School, Graduation, Post Graduation & other if any)				
Exam Passed	Year of Passing	College/ Board and University	Class / Division and aggregate percentage of marks (for all years / sems.)	Main subjects offered	
12	Brief particulars of experience in Govt. Service (for the last 10 years) (Attach a separate sheet, if necessary)				
Organization	Post held	Period		Nature of work	
		From	To		

13	Reward / Appreciation / Commendation letter received during last 10 years			
14	Details of Punishment including quantum of punishment, date of punishment order, nature of misconduct.	Major Penalty:		
		Minor Penalty:		
15	Whether facing or ever faced any criminal or disciplinary proceedings. If yes, give details.			
16	Details of present employment (Wherever applicable)			
17	Any other information			

I hereby declare that all the statements in this application are true and complete to the best of my knowledge and belief. I further declare that I was clear from vigilance angle at the time of retirement. I have read this document and I agree to accept the terms & conditions for engagement as Consultant. I also understand that any action can be taken against me including termination of engagement, if I am found guilty of any misconduct or offence.

Signature of candidate

Name:

Place:

Date:

UNDERTAKING OF CONFIDENTIALITY

I UNDERTAKE THAT SAVE AS MAY BE SPECIALLY AUTHORISED, I SHALL NEVER COMMUNICATE TO ANY PERSON OR REFER IN CONVERSATION TO ANY INFORMATION, WHICH I MAY OBTAIN OR TO WHICH I MAY HAVE ACCESS TO DURING MY ENGAGEMENT WITH CBI. I CERTIFY THAT I HAVE READ AND UNDERSTOOD SECTION 5 OF THE OFFICIAL SECRETS ACT (NO.XIX) OF 1923) UNDER WHICH CONTRAVENTION OF THIS UNDERATAKING IS A CRIMINAL OFFENCE.

SIGNATURE.....

(NAME).....

DESIGNATION.....

SIGNATURE OF HEAD OF OFFICE
(For official purpose)

FORMAT OF DOSSIERS OF APPLICANT

NAME _____

Date of Birth & Date of retirement from services	Educational Qualification	Work Experience	Details of all employment after retirement	Appreciation/ Rewards/ Medals received	Details of Punishment, if any	Last Pay received	Basic Pension received at the time of retirement	APAR Grading of the last 05 years	Any other significant achievement	Remarks
1	2	3	4	5	6	7	8	9	10	11