

NATIONAL BIODIVERSITY AUTHORITY GOVERNMENT OF INDIA

5th Floor, Ticel Bio Park, CSIR Road, Taramani, CHENNAI – 600 113 Phone: 044-22542777, 22541075, 22541082

National Biodiversity Authority (NBA), an autonomous, statutory and regulatory organization under the Ministry of Environment and Forests, Government of India having its office at 5th floor, TICEL Bio Park, Taramani, Chennai invites applications for the engagement of one Consultant B (Legal) on Contractual basis in CS III (Biodiversity) Division of the Ministry of Environment, Forest and Climate Change purely on temporary basis.

2. Qualification and Experience

Essential

Master of Law (LLM) from a recognized University approved by the Bar Council of India and practised as an advocate for a minimum of 09 years and knowledge of MS office.

Desirable

- a. Experience in practising in the District Courts/High Courts or any other Courts/Tribunals for at least 5 years in Environment and Biodiversity Laws
- b. Knowledge and understanding of legal issues in the Biological Diversity (Amendement) Act, 2023
- c. Good analytical and legal research capabilities.
- d. Good written and spoken knowledge of English and Hindi
- **3.** <u>Age Limit</u>: The maximum age limit for engagement of Consultant "B" shall be 45 years as on the last date for receipt of application.
- **4. Procedure:** Selection will be based on interview for the eligible shortlisted candidates.
- 5. Period of engagement: The initial tenure of engagement for a person as Consultant "B" would be up to a period of three years (1+1+1) (subject to performance and presence of the professional in the Division being highly useful). Continuation of the Consultant beyond three years for upto additional two years will be considered on case to case basis with the approval of Competent Authority. As the posts are temporary in nature and purely contractual, in no case any request for promotion shall be entertained.

The engagement of Consultant is of temporary (non-official) nature and can be terminated at any time without assigning any reason by the Chairman, NBA. Absence from duty for a continuous period of 12 days, without any information or any valid reason shall lead to automatic termination of contractual engagement.

6. Terms of Reference

- i. Render necessary assistance to the Adjudicating Officers appointed under Section 55 (A) of the Biological Diversity (Amendement) Act, 2023 in discharging the functions stipulated therein.
- ii. Extend necessary support to the MoEFCC on matters pertaining to the legal matters, liasoning with NBA, other Ministries, Government of India and also with the State Governments in the implementation of the Biological Diversity (Amendement) Act, 2023 and Rules, 2024 and the related matters thereof;
- iii. Render necessary assistance to the MoEFCC to file affidavits, counter affidavits, statement of facts on legal issues before the various Courts, Tribunals and Government Departments.
- iv. Undertake any other works assigned by MoEFCC.
- v. The position will be based in New Delhi; however, it will require travel outside Delhi for official duties.

8. Remuneration and other emoluments:

- i. The remuneration of the Consultant will be Rs. 80,000/- P.M. (Consolidated) and subject to TDS at the rates applicable.
- ii. Remuneration being consolidated amount is payable at the end of the month and TDS at the rates applicable will be deducted from the payment. The amount will be paid upon the Consultant submitting a "**Report of work done during the month**" to the Chairman, NBA through Scientist G/CS III Division and upon due approval of the same.
- iii. Consultant shall be eligible for one day leave in a Calender month irrespective of no of days in a month. Unavailed leave in a calendar month can be carried forward to the next month if he/she is engaged continuously. However, unavailed leave in tenure of single year cannot be carried forward to next tenure of 1 year. The intervening Saturday, Sunday or Gazetted Holidays during a spell of leave shall not be counted against the 12 leaves.
- iv. Consultant shall not be entitled to any allowance such as Dearness Allowance, Residential Telephone, Residential Accommodation, Personal Staff, CGHS, and Medical Reimbursement etc.
- v. No TA/DA shall be admissible for attending interview/ joining the assignment or on its completion.
- vi. The working hours of the Consultant shall be same as regular Government employees working in MoEF&CC. No extra remuneration shall be allowed for working beyond office hours or on Saturdays/Sundays/Gazetted Holidays.
- vii. The attendance shall be marked in the biometric system by the Consultant, unless instructed by the Administration Division of the Ministry to mark attendance manually under exceptional circumstances.
- **9. Notice Period:** In the event of the Ministry deciding to terminate the services of Consultant or if Consultant wishes to get relieved from his/her services in the Ministry, the Ministry/Consultant concerned shall provide, at least thirty (30) days prior, written notice of the termination/resignation to the Consultant concerned/ Ministry, as the case may be. During the notice period, the Consultant shall continue to provide all services in full and in a proper manner and shall cooperate with the Ministry and put his/her best efforts to safeguard the interests of the Ministry.

10. Conflict of Interest:

- i. Every Consultant shall be expected to display utmost honesty, secrecy, sincerity and good conduct while discharging his/her duties. In case services of Consultant are found to be in conflict with the interests of the Government or unsatisfactory, his/her engagement will be liable for discontinuation without assigning any reason.
- ii. During the period of engagement with the MoEF&CC, the Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. Consultant will not divulge any information gathered by him/her during the period of his/her engagement to anyone who is not authorized to know the same.
- iii. Selected candidate shall provide integrity certificate by any two references known to him/her.
- iv. A self-undertaking shall be provided by the candidate to the effect that he/she has no criminal record or criminal case in any Court, pending against him/her.
- v. The candidates shall submit their education qualification and experience details along with the supporting documents.

11. Other Conditions of Service:

- i. The appointment of Consultant "A" would be on full time basis and they would not be permitted to take any other assignment during the period of engagement with the MoEF&CC.
- ii. The Consultant shall not, except with the previous sanction of MoEF&CC in the bonafide discharge of his/her duties, publish a book or a compilation of articles or participate in a radio broadcast or contribute an article or write a letter to any newspaper(s) or periodical (s), either in his/her own name or anonymously or pseudonymous in the name of any other person, if such book, article, broadcast, uses any information that he/she may gather as part of this engagement.
- iii. Official (Government) email id and access to intranet system would be provided to Consultant with the approval of the Divisional Head, in consultation with NIC. The sensitivity and confidentiality of the documents being handled by the Division and the nature of job of the Consultant will also be kept in view.
- iv. The final outcome of any paper / guidelines / report / notes / briefs etc. prepared by the Consultant will become the property of NBA/MoEFCC. No authorship / copy right can be claimed on any written report / material prepared by the Consultant.
- v. The Consultant may have to undertake tours as and when required. Consultant will be allowed TA, DA and Hotel Accommodation in connection with the official work as per the provisions of SR 190.
- vi. In case of any dispute about the interpretation of any point / clause / condition / rule, etc. the decision of the Chairman, NBA shall be final.
- vii. For all other terms and conditions not mentioned in the advertisement, the provisions in the "Procedures and Guidelines for engagement of Consultants in the National Biodiversity Authority" as approved by the Authority will apply.

12. How to apply

Eligible and willing candidates shall send their applications to "The Administrative Officer, National Biodiversity Authority, 5th Floor, TICEL Bio Park, CSIR Road, Taramani, Chennai – 600113" **by Post only** and the cover must contain "Application for the position of Consultant (Legal)". The candidates shall submit the duly filled in Application Form along with all documents in support of date of birth, qualification, experience. Incomplete applications or not submitted in the prescribed format or without photo/signature and enclosure and application received after the last date will be summarily rejected.

Last date for Application: 02.01.2026

Application for engagement as Consultant A in CS III Division, Ministry of Environment, Forest and Climate Change , New Delhi

1. 1	Name in	ı full	:			Affix Latest	
2. 1	2. Father'/Husband Name (optional) :						
3. 1	Date of	Birth & Age	:			Photograph	
4. 1	4. Nationality :						
5. I	5. Mailing Address (Mobile No. and email address):						
6. l	6. Permanent Address:						
7.]	7. Present Post Held:						
8. (8. Govt. Experience (Central/State/PSU), if any:						
9. (9. Gender :						
10.Educational Qualification: (Degree / Diplomas / Post graduation / Ph.D's)							
	Sl.	Qualification /	University/	Year of	%age of Marks	Remarks	
	No.	Course / Subject	Institute	Passing	obtained /		
					Division / Class		

- 11. Computer Skills Known:
- 12. Work Experience:

Sl.	Organization/	Period		Nature of work	Remarks	
No.	Institute/				(Reasons for leaving if	
	Company/	From	То		applicable)	
	Courts					

13	Please mention core areas of proficiency:					
14	Knowl	Knowledge of languages :				
	a.	Mother tongue				
	b.	Other languages known :				
15	Refere	Reference (attach two letters in original):				
	a.	(i)				
	b.	(ii)				
16	Have you ever been arrested, indicted or summoned into Court as a defendant in a Criminal Proceeding, or Convicted, Fined or Imprisoned for the violation of any Law. If yes, give full particulars.					
17	Details of outstanding work, if any, done in the past with proof:					
18	8 Any other information:					
<u>Un</u>	<u>dertaki</u>	<u>ng</u>				
I hereby certify that all the information given above are true to the best of my knowledge. If any of the above information is found to be incorrect at a later stage, I shall be liable to be disqualified terminated from the contract.						
		(Name and Signature of the applicant)				
Pla	nce:					
Da	te:					