

No. A-12023/4/2022-DGTR
Government of India
Ministry of Commerce & Industry
Department of Commerce
Directorate General of Trade Remedies

4th Floor, Jeevan Tara Building
Sansad Marg, New Delhi
6th April, 2023

Subject: Guidelines for Engagement of Senior Consultants/Consultants Grade I/Consultants Grade II/ Young Professionals in the Directorate General of Trade Remedies as Individual Consultants

Purpose and Scope of Guidelines

Background:

1.1 The guidelines and procedures for engagement of Senior Consultants/Consultants Grade I/Consultants Grade II/ Young Professionals in the Directorate General of Trade Remedies as Individual Consultants are given in the contents that follow.

1.2 The Directorate General of Trade Remedies (DGTR) is an attached office of the Department of Commerce (DoC) which undertakes trade remedial investigations before making its recommendations on imposition of duties to the Central Government (Ministry of Finance, Department of Revenue). DGTR is the single national authority for administering all trade remedial investigations including anti-dumping, countervailing duties and safeguard measures. The functioning of DGTR is in the genre of quasi-judicial. DGTR provides a level playing field to the domestic industry against the adverse impact of unfair trade practices such as dumping and subsidies on imported goods from any exporting country through trade remedial measures under the framework of the WTO Agreements, the Customs Tariff Act, 1975 and relevant rules such as Customs Tariff Rules, 1995 (AD Rules), Customs Tariff Rules, 1995 (CVD Rules) and other relevant laws and international agreements, in a transparent and time-bound manner. Besides, DGTR provides trade defence support to domestic industry and the Indian exporters in dealing with instances of trade remedial investigations instituted against them by other countries.

1.3 DGTR recommends imposition of duties to the Department of Revenue (DoR) which considers the same and notifies duties in the cases in which it considers fit. Any interested party can challenge such notifications of the DoR and as well the findings on trade remedial investigations of DGTR before various courts/appropriate tribunal in the country.

1.4 DGTR, in carrying out its functions in trade remedial investigations and trade defence, is assisted by the professionals from three specialisations namely law, accountancy and economics. The professionals are engaged to assist the officers in investigations, costing and financial analysis, negotiations in trade agreements, policy formulations, court cases etc.

1.5 Trade and commerce have an increasingly significant role in India's target of becoming \$5 trillion economy. Besides, export and import are expected to increase substantially in the

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coming years keeping in view that India is one of the largest retail markets while having a target of US\$1 trillion of trade in both goods and services.

1.6 Keeping in view the expected growth in the volume of trade and commerce in India in the current decade, it is necessary that the existing mechanisms of trade remedial measures and trade defence at the disposal of DGTR be strengthened. Calibrating with such necessity, DGTR seeks to engage high quality professionals capable of lending their services in the disciplines of law, accountancy and economics.

2. Definitions:

The following definitions apply for the purpose of the present guidelines:

The engaged professionals from the **disciplines of law, accountancy and economics** will be **“Individual Consultant or Service Provider”** at various levels such as Senior Consultant/Consultant Grade-II/Consultant Grade-I/Young Professional depending upon their experience. “Consultancy Services” covers a range of services that are of an advisory or professional nature and are provided by consultants. Individual Consultants or Service Providers are engaged for such activities as done by consultancy/service providing firms when a full team is not considered necessary.

3. Contractual Terms and Conditions:

3.1 The general conditions of contract for the services of the Individual Consultants will be incorporated into their individual contracts.

3.2 Legal Status:

The Individual Consultant shall have the legal status of an Individual Consultant *vis a vis* DGTR and shall not be regarded, for any purposes, as being either a “staff member” of DGTR, or an “official” of DGTR. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between DGTR and the Individual Consultant.

4. Standards of Conduct:

4.1 In general, the Individual Consultant shall neither seek nor accept instructions from any authority external to DGTR in connection with the performance of her obligations under the contract. The Individual Consultant shall not take any action in respect of performance of the contract or otherwise related to her obligations under the contract that may adversely affect the interests of DGTR, and the Individual Consultant shall perform her obligations under the contract with the fullest regard to the interests of DGTR. The contract of the Individual Consultant warrants that she shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, official, employee or other agent of DGTR. The Individual Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of her obligations under the contract. In the performance of the contract, the Individual Consultant shall comply with the standards of

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conduct. Failure to comply with the same will be ground for termination of the Individual Consultant for cause.

4.2 Prohibition of Sexual Exploitation and Abuse:

In the performance of the contract, the Individual Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Individual Consultant acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the 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 DGTR to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

5. Title Rights, Copyrights, Patents and Other Proprietary Rights:

5.1 Title to any equipment and supplies that may be furnished by DGTR to the Individual Consultant for the performance of any obligations under the contract shall rest with DGTR, and any such equipment shall be returned to DGTR at the conclusion of the contract or when no longer needed by the Individual Consultant. Such equipment, when returned to DGTR, shall be in the same condition as when delivered to the Individual Consultant, subject to normal wear and tear, and the Individual Consultant shall be liable to compensate DGTR for any damage or degradation of the equipment that is beyond normal wear and tear.

5.2 DGTR 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 Individual Consultant has developed for DGTR under the contract and which bear a direct relation to or are produced or prepared or collected consequence of, or during the course of, the performance of the contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for DGTR. 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 Individual Consultant under the contract shall be the property of DGTR, shall be made available for use or inspection by DGTR at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to DGTR's authorised officials upon completion of work under the contract.

5.3 Confidential Nature of Documents and Information:

The Individual Consultant shall be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultant shall not, except with the previous sanction of DGTR or in bonafide discharge of 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 relates to subject matter assigned to her by DGTR.

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5.4 Use of Name, Emblem or Official Seal of DGTR:

Individual Consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with DGTR, nor shall the Individual Consultant, in any manner whatsoever, use the name, emblem or official seal of DGTR, or any abbreviation of the name of DGTR, in connection with its business or otherwise without the written permission of DGTR.

5.5 Insurance:

The Individual 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 Individual Consultant's sole expense, such life, health and other forms of insurance as the Individual Consultant provides services under the contract.

5.6 Travel, Medical Clearance and Services Incurred Death, Injury or Illness:

5.6.1 DGTR may require the Individual Consultant to submit a Statement of Good Health from a recognised physician prior to commencement of work in DGTR. The professionals, who are presently engaged in DoC/DGTR, would not be required to submit such Statement of Good Health should they get engaged under the present guidelines.

5.6.2 In the event of the death, injury or illness of the Individual Consultant which is attributable to the performance of services on behalf of DGTR under the terms of the contract while, the Individual Consultant is travelling at DGTR's expense or is performing any services under the contract in the premises of DGTR or in any office of the Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

5.7 Force Majeure and other Conditions:

5.7.1 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 Individual Consultant.

5.7.2 The Individual Consultant acknowledges and agrees that, with respect to any obligations under the contract that the Individual Consultant must perform or for any areas in which DGTR is engaged in, preparing to engage 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.

5.8 Termination:

DGTR can terminate the contract at any time without prior notice and without providing any reason for it, in lieu of paying one month's emoluments. However, in the normal course, DGTR will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek termination of the contract upon giving one month's notice to DGTR or paying one's one month's remuneration to DGTR.

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5.9 Audits and Investigation:

Each invoice paid by DGTR shall be subject to a post-payment audit by auditors, whether internal or external, of DGTR or by other authorised and qualified agents of DGTR 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. DGTR shall be entitled to a refund from the Individual Consultant for any sum shown by such audit, to have been paid by DGTR other than in accordance with the terms and conditions of the contract. The Individual Consultant acknowledges and agrees that, from time to time, DGTR 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 Individual Consultant generally relating to performance of the contract. The right of DGTR to conduct such investigations shall not lapse upon expiration or prior termination of the contract. The Individual Consultant shall provide her full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual 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 DGTR access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personnel and relevant documentation.

5.10 Settlement of Disputes:

DGTR and the Individual 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.

5.11 Arbitration:

Any dispute, controversy or claim between the parties arising out of the contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to the DG, DGTR for arbitration. The DG, DGTR may appoint an arbitrator for the settlement of such dispute/controversy.

5.12 Conflict of Interest:

The Individual Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. She will be expected to display utmost honesty, secrecy of office and sincerity while discharging her duties. In case the services of the Individual Consultant are not found satisfactory or found in conflict with the interests of DGTR/Government of India, her services will be liable for discontinuation without assigning any reason.

6. Terms of Reference:

6.1 The contract will contain the detailed terms of reference describing the work to be performed by the Individual Consultant. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.

6.2 The terms of reference are mandatory and will form part of the individual contract.

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7. General Terms & Conditions:

7.1 Tenure: Individual Consultants will be engaged for a fixed period of two years which may be extended by one year at a time upto a maximum tenure of five (5) years i.e. 2+1+1+1 years for providing high quality services as per requirement of DGTR. However, their continuation in their respective positions beyond the first and subsequent years, would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond five (5) years may be considered under exceptional circumstances with the approval of DG, DGTR.

7.2 No extension to an Individual Consultant will be given beyond the age of 65 years.

7.3 Professionals with requisite qualification and experience as prescribed would be hired as Individual Consultant. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Government servants. However, a retired Government servant can be hired as a consultant through a competitive process. A retired Government servant should not be engaged as a consultant against regular vacant posts under this rule. Retired Government servants can be engaged only for the specific tasks and for specific duration as consultants. They should be assigned clear output related goals.

7.4 The Individual Consultants will be engaged on full-time basis. The Individual Consultants thus appointed would not be permitted to take up any other assignment during their period of engagement with DGTR.

7.5 The engagement of Individual Consultants is of a temporary nature and DGTR can cancel the engagement at any time without providing any reason for it.

7.6 Number of Individual Consultants:

The total number of Individual Consultants to be engaged by DGTR shall depend on the total number of positions as sanctioned by the Department of Commerce, actual requirement at a particular point of time and budgetary provisions.

8. Educational Qualifications, Age, Experience and Remuneration:

8.1 Educational Qualification:

Essential- Master's Degree in relevant subject or LLB or CA or ICWA or possessing any Professional Degree earned after a study of 4 years or more acquired after 10+2.

Desirable- Candidates having M.Phil., LLM, Ph.D, additional qualifications, research experience, published papers and post-qualification experience in the relevant field would be preferred.

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8.2 Experience, Age and Remuneration:

Name of the Position	Experience Years*	Upper Age Limit	Remuneration (in Rs.)
Young Professional	1	32 years	70,000 (to remain fixed for a period of two years)
Consultant Grade I	3-8	45 years	80,000-1,45,000
Consultant Grade II	8-15	50 years	1,45,000-2,65,000
Sr. Consultant	15 yrs. and above	62 years	2,65,000-3,30,000

*Experience includes upto 3 years for Ph.D. holder, provided no work experience is counted during those 3 years.

NOTE: The professionals currently engaged in DoC/DGTR in various positions may apply under the present guidelines as and when applications would be invited through public domain from time to time for filling up of various positions. The experience of such applicants in DoC/DGTR and expertise in the subject would be taken into account for exceptionally deserving applicants who may be given relaxation for a period of six (6) months along with exemption in terms of minimum remuneration being drawn in their respective positions (as compared to other applicants who do not have any experience of work in DoC/DGTR) while screening their applications. Should a professional, presently on contract with DoC/DGTR, is engaged under the present guidelines, the engagement will be considered as an engagement a new and conditions under para 7.1 of the guidelines will not be applicable in such a case.

8.3 The Consultation Evaluation Committee (CEC), to be constituted with the approval of DG, DGTR will fix the consolidated remuneration for the positions of Consultant/Senior Consultant. The consolidated remuneration will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

8.3.1 In case the contract is for more than one year, the remuneration of an Individual Consultant may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on her performance during the year i) after the recommendation of the Review Committee to be duly constituted by DG, DGTR and ii) approved by DG, DGTR, as per the following criteria:

Performance	Enhancement in remuneration
Performed only routine/assigned tasks	Nil
Individual Consultant who has made significant contribution in her domain and has shown exceptional quality in providing the desired output as expected by higher authorities on the assigned tasks	5% of the remuneration
In exceptional cases, where the Individual Consultant has demonstrated exemplary performance in her domain and has made significant contribution in policy making and or her articles have been published in reputed journals / magazines / newspapers or has authored books etc.	10 % of the remuneration

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Performance not to be judged merely on the APR grading. Publications of articles in reputed journals/magazines/newspapers or books authored by the Individual Consultants will be given extra weightage while evaluating/deciding cases for enhancement in remuneration.

8.3.2 Total enhancement in remuneration shall not exceed 10% annually in any case.

8.3.3 Notwithstanding anything mentioned above, in no case the remuneration of any Individual Consultant shall exceed 1.25 times of the initial remuneration.

9. TA/DA Entitlement of Individual Consultants:

The Individual Consultants may be required to travel to any place in India or outside India. While on tour, TA/DA will be admissible to a Young Professional, Consultant Grade-I, Consultant Grade-II and Senior Consultant at the same rate as admissible respectively to an Assistant Section Officer (pay level 7), Section Officer (pay level 10), Under Secretary (pay level 11) and Director (pay level 13) in the Government of India.

10. Selection Process:

10.1 The selection process of the Individual Consultants will be in accordance with the provisions contained in GFR 2017 under Rules 177-196 and Chapter 7- Selection of Individual Consultant/Services Provider (paras 7.1 and 7.2) and Chapter-6 (para 6.5) of the Manual for Procurement for Consultancy and Other Services 2017.

10.2 The requirement of DGTR will be advertised from time to time on its website as well as in at least one newspaper in Hindi and in English.

10.3 The applications received will be placed before a Screening Committee to be constituted with the approval of DG, DGTR.

10.4 The Screening Committee will shortlist the applicants and recommend a panel of at least three (3) eligible candidates per vacancy.

10.5 The panel of such shortlisted applications will be placed before the CEC.

10.6 The CEC may devise its own method for selection of suitable candidates as per the requirement. The CEC may recommend a panel of names for keeping in reserve with validity of one year from the date of such recommendation.

10.7 In certain exceptional cases, with the approval of DG, DGTR, selection from a single source as per GFR 2017 may also be considered. However, full justification for this has to be given by the CEC.

10.8 DGTR may also hire consultants on secondment basis under Rule 194 of GFR, 2017 from Government organisations, statutory bodies, established research organisations, universities, educational institutions and PSUs. In exceptional cases, individuals can also be hired on secondment basis from private institutions/organisations/think tanks with the approval

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of DG, DGTR. This engagement will be based on payment of such monthly sum to the parent employer as would cover the cost of salary and other allowances due to the selected individual and additional expenditure in terms of the Department of Expenditure's approval conveyed vide ID No. 26/1/2016-PPD dated 25-10-2016.

11. Payment:

The payment will be released by DGTR within one week after completion of the month based on the biometric attendance registered by the Individual Consultant or on certification by the concerned officer to whom the Individual Consultant reports.

12. Leave:

The Individual Consultants 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 upto one month may be considered without remuneration. However, in exceptional cases for professional development, training etc., this condition may be relaxed by DG, DGTR. Apart from this, a woman Individual Consultant will be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by the Ministry of Labour and Employment vide No. S-36012/03/2015-SS-I dated 12th April, 2017.

13. 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 DGTR will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. DGTR undertake no liability for taxes or other contribution payable by the Individual Consultant on payments made under this contract.

14. Police Verification:

Police verification of the Individual Consultants will be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the contract of Individual Consultant shall cease to exist with immediate effect without any notice. The professionals, who are presently engaged in DoC/DGTR, would not have to undergo such police verification should they get engaged under the present guidelines.

15. Training:

After joining, the Individual Consultants have to undergo an induction training, if they have not been engaged previously by DoC/DGTR.

16. Relaxation:

Where the DG, DGTR is of the opinion that it is necessary or expedient to relax any of the provisions of the present guidelines, the same may be done by order and reasons for relaxation be recorded in writing.

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17. This issues with the concurrence of IFD vide Diary No.03/IFD/2023 dated 06.04.2023 and with the approval of Commerce Secretary.

Sanjoy Mitra 6/4/23

(Sanjoy Mitra)

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Copy to:

- i) Deputy Secretary (E-II), Department of Commerce
- ii) The Pay & Accounts Officer, Central Pay & Accounts Office, Ministry of Commerce & Industry, Department of Commerce
- iii) US/DDO, DGTR
- iv) Websites of DoC and DGTR

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