No. A-43011/10/2025-Admin-I (E-33500) Government of India Ministry of Fisheries, Animal Husbandry & Dairying Department of Animal Husbandry & Dairying (Estt. HQs)

Krishi Bhawan, New Delhi – 110 001. Dated, the 21st November, 2025

CIRCULAR

Subject: Engagement of two 'Consultants (Legal)' on contract basis in the Department of Animal Husbandry and Dairying - reg.

The undersigned is directed to say that the Department of Animal Husbandry & Dairying proposes to engage 'Consultants (Legal)' on contractual basis.

- 2. The details of the positions advertised are enclosed as **Annexure-I**. This engagement will be in the nature of fee-based consultancy, and does not in any way tantamount to an appointment for employment or job. This engagement does not confer any right to regular appointment in Government service. The short-listed candidates will be considered for engagement as per functional requirements of the Department.
- 3. Interested and eligible applicants may submit their application "strictly as per the enclosed format (Annexure-II) along with CV and relevant documents" to the Establishment (HQs) Section, Department of Animal Husbandry and Dairying, Room No. 435-A, 4th Floor, Krishi Bhawan, New Delhi-110001 or by email to aashish.goyal@gov.in latest by 5 PM on 12th December, 2025. Applications received after the last date shall not be considered.
- 4. The Department of Animal Husbandry and Dairying reserves the right to accept or reject any application without assigning any reasons.

Encl: As above.

To,

(Pankaj Kumar Sinha)

Under Secretary to the Government of India

PH: 011-2338 3340

पक्ज बुन्मार सिन्हा / PANKAJ KUMAR SIGHA अवर सचिव / Under Secretary

भारत रारकार/Government of India मरस्यपालन, पश्चालन और डेयरी महालय

i. All the Ministries/Departments of Government of India. Ministry of Fisher'ss, Anima: Husbandry & Dairying

ii. The Director (CS Division), Department of Personnel and Training, Lok Navak by & Dairying Bhawan, New Delhi - with a request to upload the same on DoP&T's website.

iii. NIC with a request to upload this circular on the website of this Department.

Terms of Reference for engaging Consultant (Legal)

1.	Name of the position	Consultant (Legal)
2.	Number of positions to be filled	Two (2)* Note*: The number of consultants can be increased depending upon functional requirements of the Department. There shall be a reserve panel.
3.	Essential Qualifications	(1) Having Master's Degree/Bachelor's Degree (03 years or 05 years course) of Law from a recognized University or Institute in India or recognized by the Bar Council of India;
		(2) Private applicants applying for the post should be presently registered as an advocate in the Bar Council of India or Delhi in terms of the Advocates Act, 1961.
		(3) Retired Government servants retired from the level of SO/US/DS/Director may also apply for the post subject to having Master Degree/ Bachelor's Degree (05 years or 03 years course) of Law from a recognized University or Institute in India or recognized by the Bar Council of India.
		(4) Private Applicants must have 5 years minimum experience in Court of Law with appearance before High Courts /Supreme Court of India or expert in lega matters with at least 5 years of experience of working in Government Department or PSUs having handled Court cases.
		In addition to above, the applicants:-
		a) Must have excellent written and ora communication and Interpersonal skills.
		b) Knowledge of Computer applications such as MS Word, MS Excel, MS Power Point etc will be essential.
2	1. Scope of work	Legal Consultant shall perform the following duties/functions:-
		a. to aid in preparing para-wise comments/ counter affidavits/ petitions/ applications, etc. across the courts, tribunals and other statutory authorities file against or by the Department.
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		b. Monitoring of the pending court cases, to assist and be present in the court at the time of hearing.
		c. Perform such other work of legal nature, as may be entrusted from time to time by this Departmen.
		d. Vetting of draft affidavit prepared by Govt. Counsels and to be filed it in various judicial/ quasi-judicial forums in cases where the Department has been made a respondent;
		e. The legal consultant shall also assist the Department in any policy decision/matters as and when required by the Department.
		f. The legal consultant shall aid in identifying rules, regulations and compliance, etc. to be eliminated/simplified for the various Acts/Law handled by the Department.
		g. The legal Consultants are solely engaged for the purpose of aiding the department in various Legal clerical work only and not for tendering any advice or any other work which falls under the purview of the Department of Legal Affairs, Gol.
5.	Method of Engagement	Short term contract basis initially for a period of one year which may be further extended on year to year basis for a maximum tenure of two years, subject to appraisal of the performance and based on need basis.
6.	Period of contract	(i) The appointment on the above post will be purely on contract basis initially for a period of one year only.
		(ii) Further extendable subject to satisfactory performance and functional requirement of the Department.
		(iii) The performance of the consultants will be reviewed after every six months and their contract shall be extended or discontinued (as the case may be) depending upon their performance.
25 2 3 4 1 1 2 3	0 000	(iv) In no case the appointment shall be extended beyond three years from the initial date of appointment in the department.
		(v) The decision of the department shall be final in this regard. No right will be accrued in favour of the consultant regarding renewal of contract, absorption in service, etc.
		consultant regarding renewal of contract, absorption

7.	Age Limit	(i) Not more than 40 years as on 01.01.2025 in ca of a private person.
		(ii) Not more than 62 years in case of Retir Government servants.
8.	Remuneration	(i) For private applicants:
	(per month)	Consolidated remuneration of Rs. 70,000/- (Rupe Seventy Thousand Only) on monthly bas Necessary TDS may be deducted as per rules other allowance or benefit shall be provided.
		(ii) In case of Retired government employed it. For retired government employees of the Companion Scheme, remuneration shall be as a guidelines laid down in the Department Expenditure's O.M No. 3- 25/2020-E.IIIA dated 09 December, 2020 i.e. Fixed monthly amount arrived by deducting basic pension from the pay drawn at a time of retirement. The amount of remuneration fixed shall remain unchanged for the term of the contract. There will be no annual increment percentage increase during the contract period.
		ii. No increment and Dearness Allowance shall allowed during the term of contract. A fixed amore as Transport allowance shall be paid to the consultants, in terms of DOE OM No. 21/5/2017-16 (B) dated 07.07.2017. The amount so fixed shall be unchanged during the term of appointment However, no DA shall be allowed on TA.
		iii. No other allowances such as HRA, resident accommodation, residential telephone, CGF Medical reimbursement, personal support statransport facilities, tution fee reimbursement etc. be admissible.
		iv. In case of Retired Government Employees retirunder the NPS scheme, the remuneration as pDoE's O.M. dated 18.10.2023 shall apply.
9.	Other terms of engagement	(i) The Consultants will not be entitled for a separate monthly allowances including but not limit to conveyance allowance, HRA etc. However, case, the consultant is required to travel outside De in the context of the work/ assignment, to Department shall reimburse the actual cost of training and daily allowance as per the Rules/regulation of the separate context.

Central Government applicable to Group-B Non-Gazetted Officer.

- (ii) The Consultants will not be eligible for any other facilities such as residential telephone, residential accommodation, CGHS and Medical reimbursement, personal support staff, transport facilities etc.
- (iii) The Consultant shall be entitled to leave at the rate of 1.5 days for each completed month of service, with no accumulation of leave beyond the calendar year, on a pro-rata basis. Accordingly, no remuneration shall be paid for any absence exceeding 18 days in a year (calculated on a pro-rata basis). Un-availed leave shall not be carried forward to the next year.
- (iv) The Consultant will be required to discharge the duties as assigned to him/her by the Department. In case a consultant leaves before completion of 6 months, he/she will not get any experience certificate.
- (v) 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 Ministry of will issue TDS Certificate.
- (vi) The consultant shall, in no case, work for or represent in court or before any other authority, tribunal etc. or give opinion/ advice to any person other than this Department in any matter during the period of his/ her engagement with DAHD.

Further, in no case, the consultant shall act, or conduct anything with regard to any person or render any advice to the Department which is adverse to the interest of DAHD.

- (vii) The contract of consultant may be terminated, after giving one month notice, in following situations:-
 - If the Consultant is unable to do the assigned work.
 - Quality of the assigned works is not to the satisfaction of the Department.
 - If the consultant is absent from duty Without due authorization.

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- If the Department elects not to renew the contract of the consultant at the end of one year period. The contractual employee is found lacking in honesty and integrity or violates confidentiality clause. (viii) The Department reserves the rights to terminate the contract without giving any explanation or whatsoever with immediate effect without any remuneration or notice period on the ground of proven misconducts. (ix) Termination shall be effected by written notice of 30 days served to the consultant. The termination will be without prejudice to either party's rights accrued before termination. (x) The Consultant is required to give 30 days' notice to the Department in case he/she opts to quit the assignment. (xi) Jurisdiction for legal disputes, if any arising during the period of the contract, will be in Delhi Courts only. (xii) The person who has worked as consultant shall not disclose the information received by him/ her during the period of such engagement to any person other than this Department at any time whether during continuance of such engagement or after its severance. (xiii) Further, the consultant shall not represent, advice or work for any person against the interest of this Department for 02 years from the date of termination or contract end date in the matters related to the Department. (a) Selection of the Consultant will be done on the basis of personal interview/talk by a Selection Committee. (b) Only the short-listed candidates shall be called for the interview. (c) No TA or DA will be paid for attending the interview.
- Selection process

(d) At the time of interview, the shortlisted candidates shall have to produce their bio-data and certificates, in original for verification.

		(e) The decision of the competent authority on selection of candidates will be final and no correspondence on this subject will be entertained.
11.	Attendance and working days	a) The working hours of the consultants shall be same as regular Govt. employees working in the Department.
		b) No extra remuneration shall be allowed for working beyond office hours or on Saturdays/ Sundays/ Gazetted Holidays. Compensatory leave in such cases shall be at the discretion of the competent authority.
12.	Confidentiality and secrecy	(a) During the period of assignment with DAHD, the consultants would be subject to the provisions of India Official Secret Act, 1923 and will not divulge any information gathered during the period of his/ her assignment to anyone who is not authorized to know the same.
		(b) Selected candidates shall provide integrity certificates from 2 references known to them.
		(c) A self-undertaking shall be provided by the candidate to the effect that no criminal record or criminal case in any court is pending against him/her.

In addition to the above terms of reference, the additional terms and conditions as per **Annexure-III** are hereby enclosed.

(Pankaj Kumar Sinha) Under Secretary to the Government of India

> पंकल कुमार सिन्हा/PANKAJ KUMAR SlieHA अवर सचिव/Under Secretary भारत सरकार/Government of India मत्स्वपत्तन पशुपालन और डेयरी मंत्रालय Ministry of Fisheries, Animal Husbandry & Dairying पशुपालन और डेयरी विभाग Department of Animal Husbandry & Dairying कृषि भवन, नई दिल्ली/Krishi Bhawan, New Delhi-110001

APPLICATION FOR THE POST OF LEGAL CONSULATANT BIO-DATA

Passport-size Photo of applicant with cross signature

S.No.	Detail	Description (use block letters only)
1	Name of the Applicant	
2	Position applied for	
3	If the applicant is Govt. Retiree then Last Basic pay and date of entry in Government Service along with copy of PPO to be enclosed.	
4	Date of Birth	
5	Correspondence Address	
6	Mobile number	
7	Email ID	* =
8	Educational Qualifications	
9	Professional qualification and experience in relevant field	
10	Current work profile	
11	Additional information	

Note*: Separate sheet may be attached if required. Self-attested copies of certificates should be enclosed. The Govt. retirees are required to enclose a copy of their PPO/last pay certificate.

Place:	
Date:	(Signature of applicant)
	(Signature of applicant)

Additional terms and conditions for engagement of Consultant (Legal)

Consultancy terms and conditions

1 Legal Status: The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis DAHD and shall not be regarded, for any purposes, as being either a "staff" of DAHD, or an "official" of DAHD. Accordingly, nothing within or relating to the Consultancy Contract shall establish the relationship of employer and employee, or of principal and agent, between DAHD and the Individual Consultant.

2 Standards of Conduct:

2.1 The Individual Consultants shall neither seek nor accept instructions from any authority external to DAHD in connection with the performance of their obligations under the Consultancy Contract. The Individual Consultants shall not take any action during their engagement in respect of the performance of the Contract or otherwise related to their obligations under the Contract that may adversely affect the interests of DAHD. The Individual Consultants shall perform their obligations under the Consultancy Contract with the fullest regard to the interests of DAHD. The Individual Consultants are enjoined not to offer any direct or indirect benefit arising from or related to performance of the Contract or the award thereof the Consultancy engagement to any representative, official, employee or other agent of DAHD. The Individual Consultants shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Consultancy Contract. In the performance of the Consultancy Contract, the Individual Consultant shall comply with the Standards of Conduct. Failure to comply with the same is grounds for termination of the Consultancy Contract governing the Consultancy.

2.2 Prohibition of Sexual Exploitation and Abuse:

During the performance of the Consultancy Contract, the Individual Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of DAHD to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.

3 Title Rights, Copyrights, Patents and Other Proprietary Rights:

3.1 Title to any equipment and supplies that may be furnished by DAHD to the Individual Consultants for the performance of any obligations under the Consultancy Contract shall rest with DAHD, and any such equipment shall be returned to DAHD at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to DAHD, 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 DAHD for any damage or degradation of the equipment that is beyond normal wear and tear.

- 3.2 DAHD 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 DAHD under the Consultancy 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 Consultancy Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made during the engagement for DAHD. 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 Consultancy Contract or as result of such Consultancy Contract shall be the property of DAHD that shall be made available for use or inspection by DAHD at reasonable times and in reasonable places. It shall be treated as confidential and shall be delivered only to DAHD's authorized officials on completion of work under the Consultancy Contract.
- 4 Confidential Nature of Documents and Information: The Individual Consultant shall be subject to the provisions of the Indian Officials Secrets Act, 1923. The Individual Consultants shall not, except with the previous sanction of DAHD or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV/Radio broadcast/ Social Media or contribute an article or write a letter in any newspapers or periodical either in their 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 them by DAHD. The Individual Consultant is prohibited from sharing any material (as described in Para 3.3.2 above) that was created as part of the Consultancy or received during the engagement at the DAHD from external agencies or from within DAHD. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer, while, the obligations of the provisions of The Official Secrets Act, 1923 shall remain effective for all intents.
- 5 Use of Name, Emblem or Official Seal of The DAHD: Individual Consultants shall not advertise or otherwise make public for purposes of commercial advantage that a contractual relationship exists with DAHD, nor shall the Individual Consultants, in any manner whatsoever, use the name, emblem or official seal of DAHD, or any abbreviation of the name of DAHD, in connection with any business or otherwise without the written permission of DAHD.
- **6 Insurance:** The Individual Consultants shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of their obligations under the Consultancy Contract, as well as for arranging, at their own expense, such as life, health and other forms of insurance as the Individual Consultant as they may consider appropriate to cover the period during which they are engaged.

7 Travel, Medical Clearance and Service incurred Death, Injury or Illness:

7.1 DAHD may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in any offices or premises of DAHD.

7.2 In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of DAHD under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of DAHD or is performing any responsibilities under the Consultancy Contract in any offices or premises of DAHD or Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

8 Force Majeure and other Conditions:

- 8.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or nct), 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 any Individual Consultant.
- 8.2 The Individual Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which DAHD 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 Consultancy Contract.
- **9 Termination:** The DAHD can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it. DAHD reserves the right to terminate the services of an Individual Consultant at any stage, in the event of a serious failure in the performance of the assigned task or in the case of a failure to observe the prescribed standards of conduct as set out in para 3.2 of these Guidelines. However, in the normal course, DAHD will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the DAHD.
- 10 Audits and Investigations: Each invoice paid by DAHD shall be subject to a postpayment audit by auditors, whether internal or external, of DAHD or by other authorized and qualified agents of DAHD at any time during the term of the Consultancy Contract and for a period of two (2) years following the expiration or premature termination of the Consultancy Contract. DAHD shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by DAHD other than in accordance with the terms and conditions of the Consultancy Contract. The Individual Consultant acknowledges and agrees that, from time to time, DAHD may conduct investigations relating to any aspect of the Consultancy Contract or the award thereof, the obligations performed under the Consultancy Contract, and the operations of the Individual Consultant generally relating to performance of the Consultancy Contract. The right of DAHD to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or premature termination of the Consultancy Contract. The Individual Consultant shall provide full and timely cooperation with 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 such personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to DAHD

access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personal and relevant documentation.

- 11 Settlement of Disputes: DAHD and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. Work related grievances, if any, should be processed as per the redressal mechanism established at DAHD.
- **12 Governing Law:** The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts at Delhi.
- 13 Conflict of Interest: The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the DAHD/Government of India, his/her engagement will be liable for discontinuation without assigning any reason
