

A-12024/1/2021-RECRUITMENT SECTION (Pt-III)
GOVERNMENT OF INDIA
MINISTRY OF CIVIL AVIATION
DIRECTORATE GENERAL OF CIVIL AVIATION
RECRUITMENT SECTION

Opp. Safdarjung Airport,
Aurobindo Marg, New Delhi-110 003
Dated: 9th December, 2021

CIRCULAR

Subject: Engagement of Consultants (FOIs) in various categories, on contract basis, in the Directorate General of Civil Aviation-regarding.

Applications are invited from Indian nationals for engagement as Consultants (FOIs) in various categories, on contract basis, in the Directorate General of Civil Aviation (DGCA) initially for a period of one year or till Consultant (FOI) attains the age of 65 years or till Consultant (FOI) remains eligible as per the eligibility requirements or until further orders, whichever is earlier. The details in this regard are as under:-

S. No.	Name and number of tentative Consultants	Preference	Monthly Remuneration (in Rupees)
1.	Consultant {Deputy Chief Flight Operations Inspector (Aeroplane)} - One (01)	Preference will be given to the applicant(s) who are DE/TRIs on aircrafts operated by scheduled airlines including B757, B777, ATR72, Q400 and Embraer 145.	7,15,100/-
2	Consultant {Senior Flight Operations Inspector (Aeroplane)} - One (01)	Further to the above, preference will be given to examiner/check pilot on family of aircrafts operated by NSOPs including Global, Falcon, Learjet, Cessna Citation series and Beechcraft type of aircrafts.	6,13,500/-
3.	Consultant {Flight Operations Inspector (Aeroplane)} - Four (04)		4,22,800/-

2. The details of duties and responsibilities for Consultant (FOIs) in various categories, on contract basis, are available at Annexure-A.

3. **Essential requirements:**

- i. **Age:** The Upper age limit for applying for the said engagement shall be 63 years on the date of issuing of Circular. Matriculation or equivalent certificate from a recognized board in support of age proof is required.
- ii. **Educational requirements:** Passed 10+2 or higher qualification like Graduation or Post Graduation etc. with Physics and Mathematics as subjects from a recognized Board or University or Institute.

iii. **Technical requirements** - Essential and Desirable:

Name	Essential	Desirable
<p>Consultant {Deputy Chief Flight Operations Inspector (Aeroplane)}, on contract basis</p>	<p>1) Valid Indian Airline Transport Pilot Licence (ATPL) issued by DGCA on Civil Aircraft used for Air Transport.</p> <p>2) Pilot in Command Rating (PIC) on Civil Aircraft used for Air Transport with All Up Weight (AUW) above 5700 Kgs.</p> <p>3) Valid Instrument Rating (IR) and Pilot Proficiency Check (PPC) on Civil Aircraft used for Air Transport endorsed on licence.</p> <p>4) Total flying experience not less than 6500 hours on Civil Aircraft used for Air Transport, out of which not less than 5000 hours as PIC on Civil Aircraft used for Air Transport.</p> <p>5) Valid Class I Medical Assessment issued by DGCA.</p> <p>6) Open Rating for all type of Aeroplanes having all up weight not exceeding 5700 Kgs, issued by DGCA. In case the applicant does not possess Open Rating, she/he may apply it in DGCA before the last date of submission of online application and submit a proof thereof along-with the physical application.</p> <p>7) Current examiner on Civil Aircraft used for Air Transport approved by DGCA or current Qualified Flight Instructor Rating (QFI) in Category A from Defence Services.</p> <p>8) Accident free record in the preceding five years from the date of application. (In case record for complete period is not available, a self-declaration for the same may be submitted)</p> <p>9) Should not be BA positive during last three years. (A self-declaration for the same be submitted, especially for pilots who were flying abroad.).</p> <p>10) NOC from parent employer.</p>	<p>Graduation in Engineering or Master Degree in Science from a recognized University or Institute.</p>

Name	Essential	Desirable
Consultant {Senior Flight Operations Inspector (Aeroplane)}, on contract basis	<ol style="list-style-type: none"> 1) Valid Indian Airline Transport Pilot Licence (ATPL) issued by DGCA on Civil Aircraft used for Air Transport. 2) Pilot in Command Rating (PIC) on Civil Aircraft used for Air Transport with All Up Weight (AUW) above 5700 Kgs. 3) Valid Instrument Rating (IR) and Pilot Proficiency Check (PPC) on Civil Aircraft used for Air Transport endorsed on licence. 4) Total flying experience not less than 6000 hours on Civil Aircraft used for Air Transport, out of which not less than 4000 hours as PIC on Civil Aircraft used for Air Transport. 5) Valid Class I Medical Assessment issued by DGCA and in case of any limitation it will be subject to approval of Medical Directorate of DGCA. 6) Open Rating for all type of Aeroplanes having all up weight not exceeding 5700 Kgs, issued by DGCA. In case the applicant does not possess Open Rating, she/he may apply it in DGCA before the last date of submission of online application and submit a proof thereof along-with the physical application. 7) Accident free record in the preceding five years from the date of application. (In case record for complete period is not available, a self-declaration for the same may be submitted) 9) Should not be BA positive during last three years. (A self-declaration for the same be submitted, especially for pilots who were flying abroad.). 10) NOC from parent employer. 	<ol style="list-style-type: none"> 1) Qualification of an examiner/instructor, on Civil Aircraft used for Air Transport approved by DGCA or Qualified Flight Instructor Rating (QFI) in Category A from Defence Services. 2) Graduation in Engineering or Master Degree in Science from a recognized University or institute.

Name	Essential	Desirable
Consultant {Flight Operations Inspector (Aeroplane)}, on contract basis	<ol style="list-style-type: none"> 1. Valid Indian Airline Transport Pilot Licence (ATPL) issued by DGCA on Civil Aircraft used for Air Transport. 2. Pilot in Command Rating (PIC) on Civil Aircraft used for Air Transport with All Up Weight (AUW) above 5700 Kgs. 3. Valid Instrument Rating (IR) and Pilot Proficiency Check (PPC) on Civil Aircraft used for Air Transport endorsed on licence. 4. Total flying experience not less than 5000 hours on Civil Aircraft used for Air Transport, out of which not less than 2000 hours as PIC on Civil Aircraft used for Air Transport. 5. Valid Class I Medical assessment and in case of any limitation it will be subject to approval of Medical Directorate of DGCA. 6. Accident and incident free record in the preceding five year from the date of application (in case record for complete period is not available a self-declaration for the same may be submitted). 7. Should not be BA positive during last three years (a self-declaration for the same be submitted, especially for pilots who were flying abroad.). 8. NOC from parent employer. 	<ol style="list-style-type: none"> 1. Qualification of an examiner/instructor, on Civil Aircraft used for Air Transport, approved by DGCA or qualified Flight Instructor Rating (QFI) in Category A from Defence service. 2. Graduation in Engineering or Master Degree in Science from a recognized University or Institute.

4. The details of **terms and conditions** of the engagement of Consultant (FOIs), on contract basis, are available at **Annexure B**.

5. General Instructions:-

- i. Before applying for the said engagement, interested candidates are advised to carefully read this Vacancy Circular and ensure that she/he possess the essential requirements and have the original requisite documents in support of the information/particulars furnished in the online application form for the said engagement.

- ii. The applicants are required to fill up all the particulars in the **Online Form by clicking on the link [HERE](#)**. The last date of filling up of the online applications is **17th December, 2021 (Friday) (1500 hrs)**.
- iii. After submission of online application, the applicants will receive a pdf copy of duly filled-in application on the e-mail ID provided by them in their application forms along with an acknowledgement from Recruitment Section, DGCA through **rrcell.dgca@nic.in**. The applicants are required to take a print of that pdf application form, paste their current photograph (duly sign it across) and sign the application (in the space provided) and send it, along-with No Objection Certificate from their employer (authorized signatory), if any, in the space provided in the Form and the following required legible, self-attested photocopies of the documents in support essential requirements, by speed post/courier/ by hand in a sealed envelope clearly super scribing 'application for Consultant (FOI)' to **Recruitment Section, A Block, Directorate General of Civil Aviation, Opposite Safdarjung Airport, New Delhi-110 003 latest by 22nd December, 2021 (Wednesday) (1500 hrs):-**
 - a. Matriculation or equivalent Certificate from a recognized board in support of age proof.
 - b. 10+2 certificate or Degree of Graduation or Post Graduation etc. with Physics and Mathematics as subjects from a recognized Board or University or Institute.
 - c. Copy of Indian ATPL/CHPL.
 - d. Complete original log book (at the time of documents verification)
 - e. Details of total flying experience in the form of CA 39 duly attested by the authorized signatory of the employer (Self-attested, in case of unemployed)
 - f. Valid Class I Medical assessment and in case of any limitation it will be subject to approval of Medical Directorate of DGCA.
 - g. Valid Instrument Rating (IR) and Pilot Proficiency Check (PPC) endorsed on Licence.
 - h. Document in support of Open Rating, if any.
 - i. Documents in support of current Examiner/Instructor/Check pilot/QFI (in category A from Defence Service).
 - j. Supporting documents for Accident and Incident free record in the preceding five year from the date of application (in case record for complete period is not available a self-declaration for the same may be submitted).
 - k. Supporting documents, if any, in support of not being BA positive during last three years (a self-declaration for the same be submitted, especially for pilots who were flying abroad.)
 - l. Any other document(s) considered relevant/necessary.
- iv. The applications once submitted shall be treated as final and no change/modifications will be allowed after receiving the hard copy of duly filled-in and signed application form. Candidates are hence requested to fill in the application form with utmost care, as no correspondence regarding change of details will be entertained later on. DGCA will not be responsible for any consequences arising out of furnishing of incorrect and incomplete details in the application form or omission to provide the required details in the application form.

6. Applications received late/incomplete/mutilated or without any of the requisite supporting documents with regard to essential qualification, will be rejected. DGCA will not be responsible for any postal delay/loss of any documents during transit.

7. A Scrutiny Committee will scrutinize the applications and the candidates who fulfill/meet the essential requirements for Consultant (FOI) will be shortlisted and called for documents verification and interview thereof.

8. The documents verification and interview thereof will tentatively be held in the Third week of October, 2021. The selected candidates will be required to join at place of posting within seven (07) days from the date of receipt of Offer of Engagement letter and no extension shall be allowed. In case of not joining within stipulated period, the candidature of the selected candidate shall be treated as cancelled without any further communication.

9. In case of non-joining of the selected candidates as Consultant (FOI), on contract basis, she/he shall be debarred for a period of one year from the date of refusal by the candidate or date of cancellation of her/his candidature, whichever is earlier, for applying against any post on contract basis in DGCA.

10. Canvassing by candidates in any manner will invite disqualification of their candidature.

Encls: As above.

Sd/-
(Sunil Kumar Adlakha)
Deputy Director

Duties and Responsibility

Consultant {Deputy Chief Flight Operations Inspector (Aeroplane)} has the following functions:

- i. Monitor duties and activities carried out by SFOIs and FOIs;
- ii. Monitor surveillance data and identify trends for continued oversight;
- iii. Monitor designee oversight;
- iv. Any other work assigned by the Joint Director General/ Chief Flight Operations Inspector.
- v. To carry out functions assigned in accordance with CAP 3100 for certificate of an Air Operator;
- vi. To carry out related functions for continuous management of the AOP (Air Operations Permit) for the assigned Air Operator (s);
- vii. To carry out surveillance of Air Operator as per the laid down surveillance plan;
- viii. To carry out all certificate management tasks related to one or more assigned ATO (Approved Training Organisation)/TRTOs (Type Rated Training Organisations);
- ix. To carry out designee oversight;
- x. To carry out skills tests of pilot license applicants;
- xi. Both ground and in-Flight inspections.
- xii. Air Operators Certification. Flight Operations Inspectors are heavily involved in the certification of air operations.
- xiii. Pilot Certification.
- xiv. Surveillance.
- xv. Investigations. An additional role is the investigation of aircraft accidents in cooperation with the Directorate of Air Safety.
- xvi. Flight Operations Inspectors participate in other activities such as accident prevention.
- xvii. Preparation and Evaluation of Question papers. FOIs are deputed in Pilot License, Airline Transport Pilot License, and type Rated pilot licensing examinations.
- xviii. Conduct of Airline Transport Pilot License Vivas/Dispatchers Oral examination.
- xix. Any other work assigned by the Director General/Joint Director General/Chief Flight Operations Inspector.

Consultant {Senior Flight Operations Inspector (Aeroplane)} has the following functions:

In addition to his duties/role as a Flight Operations Inspectors, Senior Flight Operations Inspectors has the following functions:-

- (i) Duties or project Manager for Certification of New application for Air Operator Permit/Air Operator Certification issuance.
- (ii) Approval of Operations Manual initial application and Renewal.
- (iii) Approval of Special Operations/authorizations and Standard Operating Procedure (SOPs).

Consultant {Flight Operations Inspectors (Aeroplane)} has the following duties and responsibilities:-

- i. To carry out functions assigned in accordance with CAP 3100 for certificate of an Air Operator;
- ii. To carry out related functions for continuous management of the AOP (Air Operations Permit) for the assigned Air Operator (s);
- iii. To carry out surveillance of Air Operator as per the laid down surveillance plan;
- iv. To carry out all certificate management tasks related to one or more assigned ATO (Approved Training Organisation)/TRTOs (Type Rated Training Organisations);
- v. To carry out designee oversight;
- vi. To carry out skills tests of pilot license applicants;
- vii. Both ground and in-Flight inspections.
- viii. Air Operators Certification. Flight Operations Inspectors are heavily involved in the certification of air operations.
- ix. Pilot Certification.
- x. Surveillance.
- xi. Investigations. An additional role is the investigation of aircraft accidents in cooperation with the Directorate of Air Safety.
- xii. Flight Operations Inspectors participate in other activities such as accident prevention.
- xiii. Preparation and Evaluation of Question papers. FOIs are depute Pilot License, Airline Transport Pilot License, and type Rated pilot licensing examinations.
- xiv. Conduct of Airline Transport Pilot License Vivas/Dispatchers Oral examination.
- xv. Any other work assigned by the Director General/Joint Director General/Chief Flight Operations Inspector/Deputy Chief Flight Operations Inspector.

No. A- 12024/1/2021-Recruitment Section (Pt-III)
Government of India
Directorate General of Civil Aviation
Recruitment Section

Terms and Conditions of Engagement of Consultants (FOIs), in various categories, on contract basis.

Engagement of Consultant (FOIs), {Dy. CFOI (A), SFOI (A) and FOI (A)}, on contract basis, in Directorate General of Civil Aviation (DGCA), Ministry of Civil Aviation, Government of India, New Delhi would be governed by the following terms and conditions:

1. **Tenure** - The tenure of Consultant (FOI) would be initially for a period of one year or till Consultant (FOI) attains the age of 65 years or till Consultant (FOI) remains eligible as per the eligibility requirements or until further orders, whichever is earlier. The extension of engagement beyond one year shall be as per provisions contained in Clause 1.5 of this terms and conditions.

1.1 The maximum tenure of Consultant (FOI) in any case will not be more than two (02) years.

1.2 **Probation** - The Consultant (FOI) engaged, on contract basis, will be placed on probation for a period of three months. During probation period, the Consultant (FOI) would be imparted requisite induction training. During this period, the Consultant (FOI) will have to meet and maintain the required standards of skills, knowledge, medical fitness and in the event of failure, the DGCA reserves the right to terminate the engagement summarily without any notice or compensation in terms of this engagement.

1.3 **Performance Assessment-** During the period of engagement, there will be periodic Performance Assessment by the Flight Standards Directorate. One month before completion of every complete year of the Consultant (FOI), Flight Standards Directorate through Joint Director General concerned will submit performance report of the concerned Consultant (FOI) and its recommendation(s) for further continuity of the contract or otherwise of the respective Consultant (FOI) to Recruitment Section. Their continuity or otherwise will be subject to approval of the Competent Authority.

1.4 In the event of failure to meet the requisite standards and quality of output, DGCA may invoke the following provisions:

- I. A notice may be issued to improve Consultant (FOI)'s Performance Standards and Quality of output to the satisfaction of DGCA within a maximum period of three months. During the Notice period, the Non Flying Compensation as applicable in her/his case may also be withheld, if deemed appropriate by DGCA.
- II. In the event of failure to achieve the requisite Performance Standards and Quality of output, the contract shall be terminated forthwith and amount withheld, if any, shall be forfeited.

- III. Established violation(s) of procedures laid down by DGCA or any appropriate agency/body etc. in any Manual, CAR, Rules or any other documents approved/ accepted by DGCA, shall be dealt with under the provisions of Rules, CAR or Enforcement Manual as applicable. In case the Consultant (FOI) is found guilty of such violation(s), then her/his contract shall be terminated without any notice.

1.5 **Extension of engagement** - On completion of the tenure of engagement on contract basis, DGCA may consider the desirability of extending the same, on the basis of requirement and subject to Performance Assessment by the Competent Authority as per the terms and conditions prescribed by DGCA. However, completion of the engagement will not confer any right for further extension, regularization, seniority, permanency or any other benefit etc. as are applicable to the regular employees of DGCA.

1.6 **Termination of engagement**- In general terms, the engagement may be terminated by either side by giving a notice of one month or one months' remuneration in lieu of that. However, DGCA reserves the right to reject the notice of termination by the Consultant (FOI) in public interest or due to exigencies of work. Further,

- I. If the Consultant (FOI) is allowed to terminate the engagement, she/he shall be liable to refund the cost of the training(s), if any, along with remuneration received during the period of such training(s).
- II. If the contract of Consultant (FOI) is terminated for an established violation of any procedure or misconduct or breach of any of the clauses of this contract, no notice period will be given to such Consultant (FOI) by the DGCA.
- III. In the event of established ineligibility of the Consultant (FOI), the contract will summarily be terminated without any notice period by the DGCA.

2. **Remuneration** - The monthly remuneration (in Rupees) for the Consultant (FOIs) in various categories, on contract basis would be as follows:

Name	Basic Remuneration	Special Compensation	Non Fly Compensation	Total (in Rupees)
Consultant {Dy. CFOI (A)}	1,31,100	1,50,000	4,34,000	7,15,100
Consultant {SFOI (A)}	1,18,500	75,000	4,20,000	6,13,500
Consultant {FOI (A)}	78,800	50,000	2,94,000	4,22,800

2.1 The remuneration will be regulated by the statutory and other guidelines, if so laid down by the Government. For any fraction of a month, the Consultant (FOI) will be paid on pro rata basis (number of days taking 30 days in a month). No other allowances etc. shall be admissible except TA/DA on tour which will be as per normal rules applicable to any serving Officer of equivalent rank in DGCA.

2.2 The medical fitness of the Consultant (FOI) will be reviewed periodically by Flight Standards Directorate in terms of extant provisions, rules, guidelines, etc. in this regard. In the event of medical unfitness {temporary or with limitation, (even on eligible maternity leave)} during the contract period, the Non Flying Compensation will not be admissible to the concerned Consultant (FOI). The said compensation will only become admissible when the concerned Consultant (FOI) regain medical fitness.

2.3 In the event, the Consultant (FOI) becomes permanently medically unfit, her/his contract with DGCA will be considered as deemed terminated and in that case no notice period from DGCA side is required.

2.4 In case the concerned Consultant (FOI) is not able to regain her/his medical fitness within six months, her/his contract with DGCA will be considered as deemed terminated.

2.5 The remuneration shall be paid to Consultant (FOI) by direct bank transfer or by any other means, as may be decided by the Government from time to time.

2.6 The Taxes as levied by the Government shall be deducted at source from the total remuneration.

2.7 In the event of completion of contract tenure or termination of the contract, apart from other demands as are due under this terms & conditions, the Consultant (FOI) shall be required to refund/ return all dues or items or equipments etc., if any issued to her /him. In the event of any dispute, the decision of the DGCA shall be final and binding on the Consultant (FOI).

3. Nature and Place of Duty - This contractual engagement(s) is in the nature of consultancy and a Consultant (FOI) is a service provider; hence she/he is not governed under employer-employee relationship. The duties and responsibilities as assigned by DGCA shall be performed by Consultant (FOI). The principal place of engagement shall be the Headquarters of DGCA or any Regional Office of DGCA with a liability to perform duty anywhere in India.

4. Leave – Consultant (FOI) will be entitled to 30 days privileged leaves (PL), 8 days casual leaves (CL) and 10 days sick leaves (SL) on pro rata basis, in a calendar year. Any un-availed leave during a calendar year shall not be carried forward to next calendar year or qualify for encashment during or at the end of the tenure in any circumstances.

4.1 The said leaves may be credited in the leave account of the Consultant (FOI) on pro rata basis as under: -

- a. for PL at the rate of 5/2 days;
- b. for CL at the rate of 2/3 days; and
- c. for SL at the rate of 5/6 days

for each completed calendar month of their engagement.

While crediting the said leaves to the leave account of Consultant (FOI), fraction shall be rounded off to the lower side.

Illustration:-

A. If, any Consultant (FOI) joined on 01/04/2021, the following days of leaves with effect from 01/04/2021 to 30/06/2021 will be credited to her/his leave account as she/he has three completed calendar months during the said period:-

Privilege leave : $3 \times 5/2 = 7.5 = 7$
Casual leave : $3 \times 2/3 = 2.0 = 2$
Sick Leave : $3 \times 5/6 = 2.5 = 2$

B. However, in case of joining of any FOI on 02/04/2021, the following days of leaves with effect from 02/04/2021 to 30/06/2021 will be credited to her/his leave account as she/he has only two completed calendar months during the said period:-

Privilege leave	: 2 X 5/2 = 5	=5
Casual leave	: 2 X 2/3 = 1.3	=1
Sick Leave	: 2 X 5/6 = 1.6	=1

4.2 Leave Sanctioning Authority may sanction up to seven day privilege leave in advance to Consultant (FOI) subject to the condition that there should be at least three completed calendar months for completion of her/his contract with DGCA. Further, not more than five Casual leaves at a stretch may be sanctioned by the leave sanctioning authority to Consultant (FOI) in normal circumstances.

4.3 As leave is not a matter of right, the leave sanctioning authority should ensure, in public interest, that there is no exigency of work while sanctioning any of the leave to Consultant (FOI).

4.4 The entitlement of leave may be increased or decreased in accordance with the orders of the Government of India issued from time to time.

4.5 In the event of absence on the ground of sickness even for availing single day of sick leave, the Consultant (FOI) shall be required to submit prescription from a practicing M.B.B.S. Doctor for rest and thereafter fitness for joining Office. Further, for availing more than three days of sick leave a proper medical and fitness certificate in the prescribed proforma is required.

4.6 Privileged leave and sick leave will be deducted for holiday(s) (including closed holiday(s) i.e. Saturday & Sunday also), if such holidays come in between the sick leave and privilege leave or vice versa.

4.7 Any absence from duty without intimation, without a valid reason or unauthorized absence for a period of more than fifteen days shall be treated as deemed termination of the contract without any notice invoking the penal clauses and Bond.

4.8 Station leave permission shall be mandatory before leaving the station, even on a holiday (including closed holiday(s) i.e. Saturday & Sunday also).

4.9 Casual leave shall not be clubbed with any other leave. In other words, no casual leave shall be allowed in combination with privilege leave and sick leave.

4.10 A female Consultant (FOI) engaged, on contract basis, in DGCA will also be entitled for maternity leave, provided that she does not have two or more than two surviving children. This is further subject to the condition that she has actually worked in DGCA for a period of not less than one hundred and sixty days in the twelve months immediately preceding the date of her expected delivery.

- i. The maximum period of such leave will be twenty-six weeks of which not more than eight weeks shall precede the date of her expected delivery.
- ii. A woman Consultant (FOI) who legally adopts a child below the age of three months or a commissioning mother (a biological mother who uses her egg to create an embryo implanted in any other woman) will be entitled to maternity leave for a period of twelve

weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be.

5. **Deductions** - DGCA shall not be responsible for non-statutory deductions like insurance premium etc. It shall be the responsibility of the incumbent.

5.1 The Consultant (FOI) will be responsible to deposit applicable Goods & Services Tax (GST). The GST deposited by the Consultant (FOI) will be reimbursed by DGCA on quarterly basis on submission of relevant receipts in respect of payment of GST.

6. **Conduct and Discipline** - The Consultant (FOI) shall maintain absolute integrity and devotion to duty at all times and shall not indulge in any activity which adversely affects the functioning of DGCA or Government of India in any manner.

6.1 Being on contract engagement with DGCA, the Consultant (FOI) shall not participate, directly or indirectly in any form or manner whatsoever, in any Trade Union or similar activities which may render hindrance in or obstacles in discharging the assigned tasks/duties or violates any of the Government Acts, Rules or Regulations or Orders issued from time to time. In case, Consultant (FOI) is found indulging in any such activities then she/he shall be liable to face due action by the concerned authorities in DGCA.

6.2 The Consultant (FOI) shall maintain decent standard of conduct, good character and utmost gender sensitization, failing which appropriate action shall be taken as per extant guidelines/instructions.

7. **Special working conditions** - The Consultant (FOI) will be required to work in different office environment (or climatic conditions) at various locations (domestic or international) such as aerodromes, potential aerodrome sites or at accident/incident scenes at short notice.

7.1 Normal working hours shall be in accordance with the orders of the Government of India/DGCA on the subject from time to time.

7.2 In addition, the Consultant (FOI) may be required to work on extended working hours (including weekends), if so required by the circumstances or exigencies of work, in public interest. For the extended hours of work, the Consultant (FOI) shall not be entitled for any overtime allowance or compensation for the same.

7.3 During the period of her/his engagement with DGCA, the Consultant (FOI) shall work with integrity, loyalty and conscientiously in all respect at all times in public interest. They shall not engage in any employment/engagement elsewhere during the period of their engagement in DGCA.

8. **Training-** Except requisite induction training, no other training will be imparted to any of the Consultant (FOIs), which may incur any financial liability on the Government exchequer. However, in exceptional circumstance, in the event of non-availability of specific required type-rated Consultants (FOIs), in various categories, on contract basis, DGCA may consider imparting training to required number of Consultants (FOIs) as per the extant policy, rules, Instructions or guidelines.

9. **Bond** – Consultant (FOI) is required to sign a Bond in the format enclosed (Appendix A).

9.1 If any Consultant (FOI) tenders resignation, the whole amount of any training (s) (including induction training) along-with the entire remuneration received during the period of training(s), shall be recovered from her/him.

9.2 In the event of any financial irregularities or pecuniary loss to the Government exchequer due to any of the act of the Consultant (FOI), the respective Consultant (FOI) shall have to bear the said losses in addition to other actions as per the extant provisions. The limitation period for raising such claim will be up-to four (04) years after relieving/termination of contract with DGCA.

10. **Liabilities and responsibilities** - Any misconduct (like violation of extant rules, regulations, enforcement, manual, CARs etc.) or dereliction in duties during the tenure as Consultant (FOI) in DGCA shall be considered as violation of Rule 19 and Rule 19-A of Aircraft Rules, 1937.

- i. In such event(s), the Flight Standards Directorate shall take appropriate action against such Consultant (FOI) for cancellation, suspension or endorsement of license, certificates, authorization and approval or for restrictions on license, certificate, authorization or approval and other privileges even if the misconduct or dereliction in duties is reported after termination of the contract/relieving provided the event of misconduct or dereliction of duties is reported within four years from the termination of the contract/relieving.
- ii. In addition to the above, in respect of retired Government employees engaged as Consultant (FOI), shall be covered under Rule 8 of CCS (Pension) Rules, 1972, which implies conditions for grant of pension and its continuation on future good conduct of the pensioner and action shall also be taken against her/him under the ibid Rule for any misconduct or dereliction of duty during her/his tenure in DGCA.
- iii. If such action is initiated during the contract period and if any Consultant (FOI) is found guilty of any violation, then the contract shall be terminated without any notice.

11. **Conflict of interest**- In case of conflict of interest in any respect, the matter shall be brought to the notice of DGCA for such action as may be considered necessary by the Competent Authority.

11.1 Consultant (FOI) shall be responsible to intimate the details of members of her/his family (including spouse, son or daughter, parents, siblings or any person related to any of them by blood or marriage, whether they are dependent on them or not) working in aviation sector or industry, at the time of joining DGCA and before 31st day of January, every year.

11.2 A prior intimation and approval is required before any member of family of the Consultant (FOI) apply for employment/engagement or apprenticeship, etc. whether paid or unpaid in aviation sector or industry etc.

11.3 Consultant (FOI) shall not use her/his position or influence directly or indirectly to secure employment/engagement for any member of family in any entity whether directly or indirectly related to Aviation Industry.

11.4 While discharging official duties in DGCA, she/he shall not deal with (for a period of one year in case she/he has not joined through proper channel) any matter whatsoever which is related to the entity (including any company or firm or airlines or industry or any person etc.), where she/he worked immediately prior to joining DGCA. Further, she/he shall also not deal with any matter whatsoever which is related to such entities in which member of her/his family are working or have any interest in any manner.

However, in exceptional case(s) where due to paucity of specific type trained Consultant (FOI), it is not possible to comply with the above clause, approval of such assignments should be obtained at one level higher.

12. **Secrecy Clause** - All information, documents, drawings etc., whether in physical form or in electronic form which comes into possession of the Consultant (FOI) during the discharge of her/his duties shall be of proprietary ownership of the DGCA and the Consultant (FOI) shall not disclose the same to any person or persons or firms etc. unless required to do so in due discharge of her/his official duties with prior permission/ approval of DGCA.

13. **General** - The Consultant (FOI) shall ensure that all the documentation, information and credentials presented to DGCA in support of her/his candidature for the engagement are authentic and in the event of the same being found false, fabricated or tampered with, DGCA reserves its right to summarily terminate the contract ex-parte and take appropriate action as per law.

14. **Debarment** - Consultant (FOI) would be debarred for a period of one year from applying for Consultant (FOI), if she/he resigned from Consultant (FOI).

15. **Modification to the Contract** - The terms and conditions of this contract may be altered or modified by the DGCA with the approval of Ministry of Civil Aviation in public interest without any prior notice in accordance with the policy of the Government of India.

15.1 The terms so modified shall also become a part of the contract.

16. Notwithstanding any terms and conditions of engagement with DGCA, in the event of involvement in any kind of act which is detrimental to public safety and national security and in the event of arrest/detain (for 48 hours or more) by police or any such authority for involvement in any offence, contractual engagement with DGCA shall stand automatically terminated irrespective of any provisions in the terms and conditions.

17. **Undertaking –**

I, _____ Son/Daughter of _____

resident of _____

have carefully read and understood the above terms and conditions. I accept the same and shall abide by the same during my engagement in DGCA. I hereby also submit the prescribed

BOND in terms of para 9 of the terms and conditions of my engagement.

Place: {Signature of Consultant (FOI)}

Date **Name:**

In presence of Witness

(I)	(II)
Signature:	Signature:
Name:	Name:
Place:	Place:
Date	Date
Address:	Address:

Bond to be executed by the contract Consultant (FOI) KNOW ALL MEN
BY THESE PRESENTS THAT I _____ resident of

at present engaged in the Directorate General of Civil Aviation, Government of India, as Consultant (FOI) on contract basis, do hereby bind myself and my heirs, executors and administrators to pay to the Directorate General of Civil Aviation (DGCA) on demand and without demur the sum in terms of clause 9 of the terms and conditions together with interest thereon time being in force, the equivalent of the said amount from the date of due, with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government.

AND WHEREAS for the better protection of the interests of the DGCA, I have agreed to execute this bond with such condition as hereunder is written;

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of my dissatisfactory performance or leaving without prior termination notice or any breach of any terms and condition of service contract, I shall forthwith pay to the DGCA, Government of India as may be directed by the Government on demand the said sum equivalent to the entire cost of any training(s) along-with the remuneration received during the period of training(s). And upon my making such payment the above written obligation shall be void and no effect otherwise it shall be and remain in full force and virtue.

{Signature of Consultant (FOI)}

Place:

Date:

Name:

In presence of Witness

<p>(I)</p> <p>Signature:</p> <p>Name:</p> <p>Place:</p> <p>Date</p> <p>Address:</p>	<p>(II)</p> <p>Signature:</p> <p>Name:</p> <p>Place:</p> <p>Date</p> <p>Address:</p>
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