

**No. A- 12024/4/2021-Recruitment Section (Part-I)  
Government of India  
Ministry of Civil Aviation  
Directorate General of Civil Aviation  
Recruitment Section**

**Terms and Conditions of Engagement of Consultants, on contractual basis, against the vacancies of Deputy Director of Directorate of Flying Training in Directorate General of Civil Aviation**

The terms and conditions for engagement of Consultants, on contractual basis, against the vacancies of Deputy Director of Directorate of Flying Training (DFT) in Directorate General of Civil Aviation (DGCA), are as under: -

**1.1 Tenure** - The tenure will be for a period of one year only from the date of assumption of charge or till the Consultant attains the age of 65 years or till Consultant remains eligible as per the eligibility requirements or till the regular incumbent (s) join (s) or until further orders, whichever is earlier.

The extension of engagement beyond one year, if any, shall be as per provisions contained in Clause 1.4 of this terms and conditions.

**1.2 Probation** – On engagement, Consultant will be placed on probation for a period of one month. During probation period, the Consultant would be imparted requisite induction training. During this period, the Consultant 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 Directorate of Flying Training. One month before completion of every completed year of the Consultant, Directorate of Flying Training through Joint Director General concerned will submit performance report of the concerned Consultant and its recommendations for further continuity, if any, of the contract or otherwise of the respective Consultant to Recruitment Section.

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's Performance Standards and Quality of output to the satisfaction of DGCA within a maximum period of three months. During the Notice period, the remuneration may also be reduced to the extent of seventy per cent of total remuneration, 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 is found guilty of such violation(s), then her/his contract shall be terminated without any notice.

**1.4 Extension** - 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, recommendation of the concerned Directorate and approval of the Competent Authority. In case no request for extension of tenure is received within the stipulated time period, the Consultant will be deemed relieved on expiry of her/his contract with DGCA. Further, 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. Further, in any case, the total period of contract shall not exceed three years (including initial period of one year) from the date of charge assumption of the Consultant.

**1.5 Termination** - 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 in public interest or due to exigencies of work. Further,

- i. If the contract of Consultant 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 by the DGCA.
- ii. In the event of established ineligibility of the Consultant, the contract will summarily be terminated without any notice period by the DGCA.
- iii. If the regular incumbent joins, the contract will be terminated and in that case no notice period is required to be given to the Consultant by the DGCA.
- iv. Engagement of Consultant in DGCA is subject to further verification of her/his Character & Antecedents from the concerned police authority. In case any adverse report(s) is reported by the concerned authority while verifying her/his character and antecedents or any false information is given by her/him in her/his attestation forms, the engagement shall be terminated forthwith. In that case, no notice period is required to be given to Consultant by the DGCA.

## **2. Remuneration -**

During the period of contract the Consultant shall be paid a fixed monthly remuneration of Rs. 4,00,000/- (Rupees Four Lakh only) excluding GST. However, the Consultant's remuneration will be regulated by the statutory and other guidelines, not already mentioned in this Terms and Conditions document, if so laid down by the Government. For any fraction of a month, the Consultant will be paid on pro rata basis (number of days, taking 30 days in a month).

2.1 No other allowances etc. shall be admissible to the Consultant 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 said remuneration shall not be raised at all and Consultant shall not make any request/representation in this regard.

2.3 The medical fitness of the Consultant will be reviewed periodically by Directorate of Flying Training 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, seventy per cent. (70%) of her/his monthly remuneration will be reduced. The full remuneration will only be restored when the concerned Consultant regain medical fitness.

2.4 In the event, the Consultant 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.

2.5 In case the concerned Consultant is not able to regain her/his medical fitness within six months, her/his contract with DGCA will be considered as deemed terminated and in that case also no notice period from DGCA side is required.

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

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 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.

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

3.1 Taxes as levied by the Government shall be deducted at source from the remuneration due to Consultant. However, the Consultant will be responsible to deposit applicable Goods & Services Tax (GST). The GST deposited by the Consultant will be reimbursed by DGCA on quarterly basis on submission of relevant receipts in respect of payment of GST.

**4. Nature and Place of Duty** - The duties and responsibilities of Consultants will be as indicated in **Appendix – A** of these Terms and Conditions. However, DGCA shall also assign any other duties and responsibilities in public interest and in exigencies of work.

4.1 The principal place of engagement shall be the Headquarters of DGCA or any Regional Offices of DGCA with a liability to perform duty anywhere in India.

**5. Working Hours** -

5.1 Normal working hours shall be in accordance with the orders of the Government of India/DGCA on the subject from time to time. However, presently the DGCA observes five days a week with office hours from 9:30 AM to 6:00 PM including 30 minutes lunch break from 1:30 PM to 02:00 PM.

5.2 In addition, the Consultant will be required to work in different office environment (or climatic conditions) at various locations at short notice.

5.3 Further, the Consultant 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 shall not be entitled for any overtime allowance or compensation for the same.

**6. Leave** – Consultant will be entitled to a maximum of 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.

6.1 The said leaves may be credited in the leave account of the Consultant 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 her/his engagement.

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

Illustration:-

1. If, any Consultant 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 :  $3 \times \frac{5}{2} = 7.5 = 7$   
Casual leave :  $3 \times \frac{2}{3} = 2.0 = 2$   
Sick Leave :  $3 \times \frac{5}{6} = 2.5 = 2$

- B. However, in case of joining of any Consultant 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 :  $2 \times \frac{5}{2} = 5 = 5$   
Casual leave :  $2 \times \frac{2}{3} = 1.3 = 1$   
Sick Leave :  $2 \times \frac{5}{6} = 1.6 = 1$

6.2 Leave Sanctioning Authority may sanction up to seven days privilege leave in advance to Consultant 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 in normal circumstances.

6.3 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.

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

6.5 In the event of absence on the ground of sickness even for availing single day of sick leave, the Consultant 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.

6.6 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.

6.7 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.

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

6.9 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.

6.10 A female Consultant 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 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.
- iii. However, the woman Consultant will not be entitled for the said leave beyond her contract tenure, if not extended for any reasons.

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

7.1 Being on contractual engagement with DGCA, the Consultant 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 or instructions etc. issued from time to time. In case, Consultant is found indulging in any such activities then she/he shall be liable to face due action by the concerned authorities in DGCA.

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

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

**8. Training** - Except requisite induction training, no other training will be imparted to any of the Consultant, which may incur any financial liability on the Government exchequer.

**9. Bond** - If any Consultant tenders resignation, she/he shall be liable to refund the whole cost of any training (s) (including induction training) along-with the entire remuneration received during the period of training(s).

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, the respective Consultant 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** - Consultant 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 31<sup>st</sup> day of January, every year.

10.1 Consultant shall be responsible to intimate the details of immovable property (in the prescribed Proforma) at the time of joining DGCA and before 31<sup>st</sup> day of January, every year.

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

10.3 In such event(s), the Directorate of Flying Training shall take appropriate action against such Consultant 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.

10.4 In addition to the above, in respect of retired Government employees engaged as Consultant, 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.

10.5 If such action is initiated during the contract period and if any Consultant is found guilty of any violation, then the contract shall be terminated without any notice.

10.6 Consultant is also required to keep herself/himself medically fit to perform duties and responsibilities assigned to her/him.

**11. Conflict of interest** - The individual (including any member(s) of his/her family\*) who wish to apply for the post of Consultant in the Directorate of Flying Training(DFT), Directorate General of Civil Aviation (DGCA), shall not have any kind of conflict of interest in the entities involved in the conduct of Flying Training, in the last three (03) years. Such conflict of interest may arise on account of the following:

11.1. Having complete or partial ownership or proprietary rights (including that of by way of holding shares or being managing partner) in such entities involved in conduct of Flying Training.

11.2. Having effective control over the management of such entities involved in conduct of Flying Training (On account of being the Member of Board of Directors, Chief Managing Director, Managing Directors, Director, Executive Director of Company or Firm; President or Chairman or Secretary etc. of Societies; Trustees or Managing Trustees of Trust etc.) or on holding such post or posts having similar control or powers in such entities involved in conduct of Flying Training.

It is also clarified that the eligible candidates holding the post of Accountable Manager and CFI or Dy. CFI can apply provided they are not covered in any of the categories mentioned in the above clauses 11.1. and 11.2.

[\* "Members of family" in relation to a Consultant include the wife or husband, son or daughter, parents, brothers or sisters or any person related to any of them by blood or marriage , whether they are dependent on the Consultant or not].

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

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

11.5 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.

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

11.7 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.

**12. Secrecy Clause** – All information, documents, material, records, drawings etc., whether in physical form or in electronic form which comes into possession of the Consultant during the discharge of her/his duties shall be of proprietary ownership of the DGCA and the Consultant 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 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 shall be debarred for a period of one year from applying for the engagement as Consultant in DGCA if she/he resigns from the said engagement before completion of her/his tenure.

**15. Modification to the Contract** - The terms and conditions of this contract may be altered or modified by the DGCA 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.** This contractual engagement is in the nature of consultancy and a Consultant is a service provider; hence she/he is not governed under employer-employee relationship.

**1. 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 clause 9 of the terms and conditions of my engagement.

**Place:**  
**Date:**

**{Signature of Consultant}**  
**Name:**

**In presence of Witness**

**(1)**

**(2)**

**Signature**  
**Name:**  
**Place:**  
**Date:**  
**Address:**

**Signature**  
**Name:**  
**Place:**  
**Date:**  
**Address:**

**Bond to be executed by the contract Consultant**

**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, on purely 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.**

**Place: \_\_\_\_\_ {Signature of Consultant}  
Date: \_\_\_\_\_ Name:**

**In presence of Witness**

**(1)**

**(2)**

**Signature**

**Signature**

**Name:**

**Name:**

**Place:**

**Place:**

**Date:**

**Date:**

**Address:**

**Address:**

**Duties and responsibilities of Consultants**

1. To inspect Flying Training Institutes/Clubs for monitoring standards of flying training.
2. To conduct test for issue and renewal of Assistant Flight Instructor rating and Flight Instructor rating.
3. To examine applications for Chief Flight Instructor, Flight Instructor In-charge and Chief Ground Instructor.
4. To conduct Skill Test/Standardization Checks of DGCA approved Designated Examiners in Flying Training Organisation.
5. To conduct qualification checks of PPL/CPL.
6. To carry out inspection of Flying Clubs and suggest means to improve the training standards. Scrutiny of Flying and Gliding Progress Reports received from the Clubs. Issue of Circulars, Notification etc. to enforce adequate training standards in the Flying Clubs. To assist in investigation of cases involving accidents/incidents or violation of Rules concerning Flying Clubs.
7. To examine applications for approval/renewal of the approval of the Institutes, Clubs and submit to the competent authority.
8. To issue circulars for maintaining a high quality of training and keep in overall watch on the functioning of the Institutes/Clubs.
9. Any other work assigned from time to time.