

A-12031/2/2022-Recruitment Section
Government of India
Ministry of Civil Aviation
Directorate General of Civil Aviation

Opposite Safdarjung Airport,
Aurobindo Marg, New Delhi-110 003

Terms and Conditions of engagement of Consultants, on contract basis, against the vacancies of Medical Officer for Medical Directorate in Directorate General of Civil Aviation, Ministry of Civil Aviation, Government of India, New Delhi are as under:-

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

1.2 Probation:-On engagement, Consultant will be placed on job familiarization assignment and evaluation for a period of one month. During the period, the Consultant will have to meet and maintain the requisite skills, knowledge of the job assigned, medical fitness and in the event of failure, DGCA reserve the right to terminate the engagement summarily without any notice or compensation thereof in term of this engagement.

1.3 Performance Report:- The concerned Directorate/Division, one month before completion of every complete year of the Consultant, will submit the performance report of the Consultant in the prescribed proforma and its recommendation for further continuity of the contract or otherwise to Recruitment Section (R-Section). In case no request is received within the stipulated time period, the Consultant will be deemed relieved on expiry of his/her contract with DGCA.

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 performance and assessment by the Competent Authority. 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. The total period of contract shall not exceed **five** 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 the either side, by giving one month's notice or pay in lieu thereof. However, the DGCA reserves

the right to reject the notice of termination by the incumbent in public interest or due to exigencies of work.

1.5.1 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.

1.5.2 If the contract is terminated for established violation of any procedure or misconduct or any of the clauses of this contract, no notice period is required to be given to incumbent by the DGCA.

1.5.3 In the event of established ineligibility of the incumbent, the contract will summarily be terminated without any notice period by the DGCA.

1.5.4 Engagement of Consultant in DGCA is subject to further verification of his/her Character & Antecedents from the concerned police authority. In case any adverse report(s) is reported by the concerned authority while verifying his/her character and antecedents or any false information is given by him/her in his/her attestation forms, the engagement shall be cancelled forthwith. In that case, no notice period is required to be given to incumbent by the DGCA.

2. Remuneration:-

2.1 Consolidated remuneration of Rs.2.50 Lakh per month for Private Doctors as well as those who are Short Service Commissioned retired Officers and not drawing Pension.

2.2 In case of retired personnel drawing pension from CFI, the remuneration will be regulated in terms of the provisions of OM No. 3-25/2020-E-III.A dated 9th December, 2020 issued by Department of Expenditure as may be amended from time to time. Accordingly, the monthly remuneration of retired personnel engaged as Consultant (Medical Officer) will be equal to pay drawn (at the time of retirement) minus basic pension.

2.3 The amount of Remuneration so fixed shall remain unchanged during the term of contract and consultant shall not make any request/representation in this regard.

2.4 No increment/percentage increase, House Rent Allowance and Dearness Allowance shall be allowed during the contract period.

2.5 Medical Officer engaged as Consultant may be allowed TA/DA on official tour, if any, as per extant guidelines.

2.6 In terms of DoE OM No. 3-25/2020-E-III.A dated 9th December, 2020, an appropriate and fixed amount as Transport Allowances for the purpose of commuting between the residence and the place of work shall be paid to the retired personnel

engaged as Consultant not exceeding the rate applicable to the consultant at the time of retirement. The amount so fixed shall remain unchanged during the term of contract.

2.7 The 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).

2.8 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 any dues or any item or equipment issued to him/her. In the event of any dispute, the decision of the DGCA shall be final and binding on the Consultant.

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

3. DEDUCTIONS

3.1 DGCA shall not be responsible for non-statutory deductions like insurance premium etc.

3.2 Taxes as levied by the Government shall be deducted at source from the remuneration due to Consultant.

4 NATURE OF DUTIES

4.1 The detailed duties and functions of consultants are specified in the annexure 'A'.

4.2 Except to the duties as specified in the annexure 'A', the controlling Division shall also assign any other duties and responsibilities in public interest and in exigencies of work.

5 PLACE OF DUTY

The place of engagement shall be Medical Directorate, Directorate General of Civil Aviation (DGCA), New Delhi.

6 WORKING HOURS

6.1 Normal working Hours shall be in accordance with the orders of the Government of India on the subject from time to time. However, presently the DGCA observes five days week with office hours from 9:30 AM to 6:00 PM including 30 minutes lunch break from 01:30 PM to 02:00 PM.

6.2 In addition, 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

7. LEAVE

7.1 In terms of DoE **OM No. 3-25/2020-E-III.A dated 9th December, 2020**, the Consultant will be entitled for eighteen (18) days leave in a calendar year on pro rata basis of one and half (1.5) day leave for work of each completed month. The Consultant shall not be entitled to any remunerations for the period of absence beyond 18 days in a calendar year calculated on pro rata basis. Any un-availed leave during a calendar year shall not be carried forward to next calendar year or qualify for encashment at the end of the tenure.

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

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

7.4 Station Leave Permission shall be mandatory before leaving the station, even on a holiday (including closed holiday(s) i.e. Saturday and Sunday also).

7.5 Leave cannot be claimed as a matter of right. In public interest or due to exigencies of work, leave can be refused or revoked by the authority competent to grant it.

8 CONDUCT AND DISCIPLINE

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

8.2 Being on contract service of DGCA, the officer shall not participate directly or indirectly in any form or manner whatsoever, in trade union activities, which may render hindrance in or obstacles in discharging the assigned or violates any of the Government Acts, Rules or Regulations or Orders or Instructions, issued from time to time. He/She shall be liable for suitable action in case of violation.

8.3 During the period of 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 his/her engagement in DGCA.

9 BOND:-

In the event of any financial irregularities or pecuniary loss to the Government exchequer due to any of the act of the Consultant, the Consultant will 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 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.

11 SECRECY CLAUSE

All official information, documents, drawing etc. whether in physical form or in electronic form 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 his/her official duties with prior permission/approval of Directorate General of Civil Aviation.

12 Liabilities and Responsibilities.

12.1 Consultant shall be responsible to intimate the detail of members of his/her 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.

12.2 A prior intimation and approval is required before the consultant self and any of members of his/her family apply for employment or apprenticeship, etc. whether paid or unpaid in aviation sector or industry etc.

12.3 Consultant shall not use his/her position or influence directly or indirectly to secure employment for self and any member of family in any entity.

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

12.5 Any violation of extant rules, regulations, instructions, directions, etc. or dereliction in duties during his/her tenure as Consultant in DGCA shall be considered as misconduct. In such events, the concerned Branch Officer shall report to Recruitment Section for appropriate action even if the misconduct is reported within four years from the termination of the Contract/relieving.

12.6 In addition to the above, in respect of retired Government employees engaged as Consultant, he/she 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 him/her under the said Rule for any misconduct during his/her tenure in DGCA

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

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

13 GENERAL

The Consultant shall ensure that all the documentation, information and credentials presented to DGCA in support of 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 he/she resigns from the said engagement before completion of his/her tenure.

15 MODIFICATIONS OF THE CONTRACT

15.1 These terms and conditions may be altered or modified in public interest without any prior notice in accordance with the policy of the Government of India.

15.2 The Terms so modified shall 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 by police or any such authority for involvement in any offence, contractual engagement with DGCA shall stand deemed terminated irrespective of any provisions in the Terms and Conditions.

16.1 This contractual engagement is in the nature of consultancy and will not be governed under employer-employee relationship.

DECLARATION

I, _____ S/D/o _____
Resident of _____
have carefully read and understood the above terms and conditions. I accept the same and shall abide by the same during my tenure as Consultant on purely contract basis with the DGCA.

(Signature)

Name:

Address:-

Contact no.:-

Witness:

1.

2.

Bond to be executed by the Consultant, Medical Directorate, DGCA

KNOW ALL MEN BY THESE PRESENTS THAT I,.....resident of _____ at present engaged in the Directorate of General of Civil Aviation, Govt. of India, as a Consultant on purely contract basis in Medical Directorate, Directorate General of Civil Aviation 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 any financial irregularities or pecuniary loss to the Government exchequer due to any of my acts, I 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.

Signed and dated this.....day oftwo thousand and twenty four.

Signed and delivered by Sh./Smt/Ms _____

(Signature)

Name:-

In presence of:-

Witness (1)

Witness (2)

Signature:

Name:

Add:

Place: