

A-60015/89/2023-E-III Section-DGCA  
Ministry of Civil Aviation  
Directorate General of Civil Aviation

Annexure-'B'

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

Terms and Conditions for engagement of Young Professionals, on contract basis, 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 Young professionals attain **the age of 40 years** or till the Young Professionals remain eligible as per the requirement or till the regular incumbent join(s) or until further orders, whichever is earlier.
- 1.2 **Probation:-**On engagement, Young Professionals will be placed on job familiarization assignment and evaluation for a period of one month. During the period, the Young Professionals 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 Young Professional, will submit the performance report of the Young Professional 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 Young Professional 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 **Three** years (including initial period of one year) from the date of charge assumption of the Young Professional.
- 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 Young Professional will be terminated and in that case no notice period is required to be given to the Young Professional 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 Young Professional 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 During the period of contract, Young Professional shall be paid a fixed monthly remuneration of Rs. 50,000/- (Rupees Fifty Thousand Only). In case the services of Young Professional are extended beyond one year, monthly remuneration will be increased by maximum 6% on yearly basis subject to satisfactory performance.

2.2 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.

2.3 No TA/DA shall be admissible for joining the assignment or on its completion. No other facilities such as DA, accommodation, reimbursement for phone/conveyance/transport, foreign travel, personal staff, medical reimbursement, CGHS etc. would be admissible to the Young Professionals.

2.4 Individual YPs may be required to undertake domestic tours for official purposes subject to approval of the officer concerned at JS level. They will be allowed to avail journey by air in Economy class or by rail in AC Two Tier. Hotel accommodation of up to Rs.750/- per day, taxi charges up to Rs.225/- per day for travel within the city and food bills not exceeding Rs.800/- per day shall be allowed. The matters related to tours and reimbursement related to tours shall be processed by concerned reporting officer.

2.5 In the event of death, injury or illness of the individual YP which is attributable to performance of services on behalf of DGCA under the terms of contract, and/or while travelling for official duty or in performing any services under the contract in any offices or premise of DGCA or Government of India, the individual YP or the individual YP's dependents shall not be entitled to any compensation or any claim whatsoever.

2.6 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 Young Professional 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.

2.7 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 Young Professional. A TDS certificate shall be issued by the concerned DDO on demand.

## **4. NATURE OF DUTIES**

4.1 The detailed duties and functions of Young Professionals are specified in annexure 'A'.

4.2 Except to the duties specified in 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 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 Young Professional 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 Young Professional shall not be entitled for any overtime allowance or compensation for the same

## **7. LEAVE**

7.1 The Young Professional will be entitled for twelve (12) days leave in a calendar year on pro rata basis of one (01) day leave for work of each completed month. The Young Professional shall not be entitled to any remuneration for the period of absence beyond 12 days in a calendar year calculated on pro rata basis. Any unavailed 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 Young Professional may also be required to attend office on Saturdays/Sundays and closed holidays and beyond normal office hours in public interest without any extra remuneration.

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.

7.6 The female YPs will be considered for grant of maternity leave as per extant rules.

## **8. CONDUCT AND DISCIPLINE**

8.1 The Young Professionals 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 YPs 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 with 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 Young Professional shall work with integrity, loyalty and conscientiously in all respect at all times in public interest. The YPs 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 Young Professional, the YPs 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**

11.1 All official information, documents, drawing etc. whether in physical form or in electronic form shall be of proprietary ownership of the DGCA and the Young Professional 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.

### **11.2 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF DGCA.**

YPs shall not represent themselves or otherwise make public with the intent to make a commercial advantage of the engagement with DGCA. The YPs shall not, in any manner whatsoever, use name, emblem or official seal of the Government of India or DGCA, or any abbreviation of the name of DGCA, in connection with its business or otherwise without the permission of DGCA.

## **12. Liabilities and Responsibilities**

12.1 The YPs 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 31<sup>st</sup> day of January, every year.

12.2 A prior intimation and approval is required before the Young Professional 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 Young Professional 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 Young Professional 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.

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

## **13. GENERAL**

The Young Professional 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**

Young Professional shall be debarred for a period of one year from applying for the engagement as Young Professional 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 Young Professional, on purely contract basis, with the DGCA.

(Signature)

Name:

Address with contact No.

Witness:

1.

2.

**Bond to be executed by the Young Professional engaged in 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 Young Professional, on purely contract basis, in 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 of .....two thousand and twenty three.  
Signed and delivered by Sh./Smt/Ms.....

**(Signature)**

Name:

**In presence of:-**

Witness (1)

Witness (2)

Signature

Name

Add:

Place: