

Duties and Responsibility

Consultant {Deputy Chief Flight Operations Inspector} 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 3100/3300/3400 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.

Duties and Responsibilities

Consultant {Senior Flight Operations Inspector} 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 (Aircrafts and Helicopter)} have the following duties and responsibilities:-

- i. To carry out functions assigned in accordance with CAP 3100/3300/3400 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 aircrafts 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- 12024/04/2024-Recruitment Section
Government of India
Directorate General of Civil Aviation
Recruitment Section**

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

Engagement of Consultant (FOIs), in various categories, 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 previous contained in clause 1.4 of this Terms and Conditions. The performance of the FOIs will be reviewed annually. Their continuity of engagement after completion of every year will be subject to the requirements of the DGCA, fulfilment of the provisions contained in the Terms and Conditions, satisfactory performance during the year and with the approval of the Competent Authority.

1.1 **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.

1.2 **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.

1.3 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) 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.

1.4 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 Performance Assessment by the Competent Authority as per the terms and conditions prescribed by DGCA in consultation with Ministry of Civil Aviation. 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.

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

- I. If the 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 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 FOI by the DGCA.
- III. In the event of established ineligibility of the FOI, the contract will summarily be terminated without any notice period by the DGCA.

1.6 Relieving of FOIs on request from Operator: DGCA reserves the right to relieve the FOI in case of receipt of request from the respective operator(s) to spare the FOI. In case of the acceptance of the request, in public interest given by the operator(s), DGCA will not serve any Notice to the FOI nor bear any cost in lieu of the Notice period.

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

Name of the post	Basic Remuneration	Special Compensation	Non Flying Compensation	Total (in Rupees)
Consultant {Dy. CFOI(A)}	1,31,100	3,23,000	4,76,000	9,30,100
Consultant {SFOI(A)}	1,18,500	1,72,500	4,55,000	7,46,000
Consultant {FOI(A)}	78,800	1,16,000	3,08,000	5,02,800
Consultant {FOI(H)}	78,800	82,000	1,22,000	2,82,800

Note: The remuneration for the FOIs and SFOIs engaged on fixed remuneration (FR) category, will be Rs. 3,80,000/- and Rs. 4,40,000/-respectively. To be eligible for FR category, the date of issuing/renewing of ATPL shall be within a period of 5 years from the date of the application.

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 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 FOIs 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 FOIs. The said compensation will only become admissible when the concerned FOIs regain medical fitness.

2.3 In the event, the 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 FOI is not able to regain her/his medical fitness within 14 months, as per DMS her/his contract with DGCA will be considered as deemed terminated.

2.5 The remuneration shall be paid to FOIs 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 FOI shall be required to refund/ return all dues or items or equipment 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 FOI.

3. Nature and Place of Duty - This contractual engagement(s) is in the nature of consultancy and an 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 FOI. The principal place of appointment shall be the Headquarters of DGCA or any Regional Office of DGCA with a liability to perform duty anywhere in India.

4. Leave – The FOI (s) 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 On joining DGCA, the FOIs will be entitled for 15 days privilege leaves in advance. Further, on completion of six months of service with DGCA, remaining 15 days privilege leaves will be credited to leave account of FOIs. Annual roll over of seven days PL would be allowed for the next six months.

4.2 Further, not more than five Casual leaves at a stretch may be sanctioned by the leave sanctioning authority to 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 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 FOI shall be required to submit prescription from a practicing Registered Medical Practitioner for rest and thereafter fitness for joining Office on availing sick leave for more than two days.

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 For FOIs in various categories, already working in DGCA and selected for higher position under new contract, where they have taken leave due for the whole six months, and when they join under the new contract before the end of the six months, the same may be adjusted against the leaves for the new period instead of deducting remuneration for the same.

4.11 A female 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 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 twenty six 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 FOIs will be responsible to deposit applicable Goods & Services Tax (GST). The GST deposited by the FOIs will be reimbursed by DGCA on quarterly basis on submission of relevant receipts in respect of payment of GST.

6. Conduct and Discipline - The 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 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, 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 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 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 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 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 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 FOIs, which may incur any financial liability on the Government exchequer. However, in exceptional circumstances, in the event of non-availability of specific required

type-rated FOIs, in various categories, on contract basis, DGCA may consider imparting training to required number of FOIs as per the extant policy, rules, Instructions or guidelines.

9. **Bond** – FOIs are required to sign a Bond in the format enclosed (Appendix A).

9.1 If any FOI tenders resignation, the whole amount of any training (s) along-with the entire remuneration received during the period of the 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 FOI, the respective 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~~ of duties during the tenure as FOI in DGCA shall be considered as violation of Rule 19 and Rule 19-A of Aircrafts Rules, 1937.

- i. In such event(s), the Flight Standards Directorate shall take appropriate action against such 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 in 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 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 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 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 FOI apply for employment/engagement or apprenticeship, etc. whether paid or unpaid in aviation sector or industry etc.

11.3 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.

11.5 However, in exceptional case(s) where due to paucity of specific type trained 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 FOI during the discharge of her/his duties shall be of proprietary ownership of the DGCA and the 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 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** - FOI would be debarred for a period of one year from applying for the same post of FOIs, if she/he resigned from any of the post of 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/Spouse 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:

Date:

(Signature of FOI)
Name:

In presence of Witness

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

Bond to be executed by the contract FOI

KNOW ALL MEN BY THESE PRESENT THAT I

Resident _____ of
_____ at

present engaged in the Directorate General of Civil Aviation, Government of India, as (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 conditions 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). 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 FOI)

Place:

Date:

Name:

In presence of Witness

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

