

A-12024/4/2022-RECRUITMENT SECTION-Part (1)
GOVERNMENT OF INDIA
DIRECTORATE GENERAL OF CIVIL AVIATION
RECRUITMENT SECTION

Opp. Safdarjung Airport,
Aurobindo Marg, New Delhi-110 003
Dated: 1st August, 2022

Vacancy Circular

Subject:- Engagement of Consultants, on contract basis, in Directorate General of Civil Aviation(DGCA)-regarding.

Applications are invited from Indian nationals in the prescribed proforma for engagement of Consultants, on contract basis, in Directorate General of Civil Aviation initially for a period of one year or till the Consultants attain the age of 65 years or till Consultants remain eligible as per requirements or till the regular incumbent (s) join (s) or until further orders, whichever is earlier.

2. The details of eligibility requirements, job profile, number of vacancies, remuneration, upper age limit, etc. for engagement of Consultants are available at **Annexure-A**. [In addition to the tentative requirements, a reserve panel of candidates will also be drawn up for a period of six months, depending upon the availability of suitable candidates].

3. The applications in the prescribed proforma neatly typed on white paper in double space and typed on only one side of paper from the eligible and interested candidates should reach the Recruitment Section, DGCA along-with NO OBJECTION CERTIFICATE from the present employer, if any, **latest by 18th August, 2022 (Friday) (15:00 hours)**. Applications not conforming to prescribed format will not be entertained.

4. Further, only hard signed copies of applications alongwith the required documents will be accepted. Applications sent through other modes like e-mail etc. will not be entertained.

5. Self-attested and legible photo-copies of all the relevant documents supporting the candidate's eligibility in terms of the requirements for the vacancy are also required to be forwarded along-with duly filled in application. Applications without the supporting documents will not be considered.

6. Applications received after the closing date or otherwise found incomplete will not be considered. Decision of DGCA shall be final.

7. Only those fulfilling the requirements will be shortlisted and called for interview. The selected candidate will be required to join at the place of posting within seven (07) days from the date of receipt of joining communication, failing which her/his selection/candidature shall be treated to be cancelled without any further communication and no extension shall be allowed.

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

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

10. Consultant's engagement will be as per Terms and Conditions enclosed at **Annexure-B**.

(Meenakshi Sharma)
Deputy Director

Details of vacancies for engagement of Consultants, on contract basis, in Directorate General of Civil Aviation.

1. Consultant (Dangerous Goods Inspector) for Directorate of Regulation and Information.

Tentative requirements	Upper age limit	Eligibility Requirements	Fixed Monthly Remuneration.
Three (03).	The upper age limit shall be 63 years as on the date of issue of the said Vacancy Circular.	(A) Essential:- (i) A Degree in any discipline. (ii) having undergone a Category-6 Dangerous Goods training course duly approved by Directorate General of Civil Aviation (DGCA) or International Civil Aviation Organisation (ICAO) or International Air Transport Association (IATA). (B) Experience:- Five years' experience in handling of air cargo in scheduled Operations.	Rs.65,000/- (Rupees Sixty Five Thousand only). Note: For retired Government Servants monthly remuneration will be calculated as an amount equal to last pay drawn (basic pay) at the time of retirement minus basic pension (before commutation) or Rs.65,000/- (Rupees Sixty Five Thousand only), whichever is less.

**Duties and Responsibilities of Consultants against the vacancies of
Dangerous Goods Inspector**

- (i) To assist the DGCA in carrying out the Dangerous Goods inspection, audits and surveillance.
- (ii) To make himself available as and when required by the concerned Directorate.
- (iii) To carry out the assigned tasks including preparations and conduct of audit, debriefing meetings, finalization of audit findings and communication of audit findings to the organization.
- (iv) To suggest corrective plan to be followed up by the organizations and also preparation of reports.
- (v) To submit the inspection/audit, surveillance reports, as the case may be, to the concerned Directorate with whom they are attached to.
- (vi) To remain unbiased and demonstrate complete independence while conducting inspection.
- (vii) To perform her/his duties in a fair, impartial and judicious manner.
- (viii) To keep herself/himself abreast with the changes happening in the provisions of Aircraft (Carriage of Dangerous Goods) Rules, 2003.
- (ix) To keep herself/himself updated by undergoing required trainings from time to time.
- (x) To follow the Surveillance Procedures as detailed in Dangerous Goods Inspector's handbook.
- (xi) In addition to above, any other work assigned by the Senior Officers.

2. Consultant {Deputy Director (Operations)} for Training Division.

Tentative requirements	Upper age limit	Eligibility Requirements	Fixed Monthly Remuneration.
One (01).	The upper age limit shall be 63 years as on the date of issue of the said Vacancy Circular.	<p>(A) Essential:-</p> <p>(i) Degree in Engineering Aeronautical or Electrical or Electronics in Civil or Mechanical or Computer Science or Information Technology disciplines from a recognized University or B.Sc Degree from a recognized University or equivalent with Physics or Electronics as subjects.</p> <p>(B) Experience:-</p> <p>(i) Ten years' Aviation experience in the field of Aircraft Operations/Air Safety/ Airlines Engineering /ATC/ Operations Airworthiness/Aircraft Engineering at DGCA, or any Scheduled Airline/AAI/Airports/Indian Aviation Academy.</p> <p>(ii) Five years' experience in conduct of training in any aviation organization.</p>	<p>Rs.75,000/- (Rupees Seventy Five Thousand only).</p> <p>Note: For retired Government Servants monthly remuneration will be calculated as an amount equal to last pay drawn (basic pay) at the time of retirement minus basic pension (before commutation) or Rs.75,000/- (Rupees Seventy Five Thousand only), whichever is less.</p>

Duties and Responsibilities of Consultant against the vacancies of Deputy Director (Operations)- for Training Division, DGCA

- (i) Coordination and smooth conduct of training of DGCA Officers, ICAO, EU and co-operation with all ICAO contracting states in respect of training activities at DGCA (Hqrs.) and Indian Aviation Academy (IAA).
- (ii) To ensure conduct of Module-1 training for all Officers of DGCA.
- (iii) Co-ordination with DGCA Directorates for Directorate specific training planning and smooth conduct of training.
- (iv) Issuance of credentials to Officers of DGCA.
- (v) To keep update the training policy of DGCA.
- (vi) To carry out TNA-training need assessment and designing of new courses.
- (vii) Preparation of panels for subject experts.
- (viii) Taking class for his subject of specialization
- (ix) Day to day administrative work at IAA, Vasant Kunj, New Delhi.
- (x) Skill development and effective implementation of training program of ICAO.
- (xi) Any other job assigned by Senior Officers.

3. Consultant {Assistant Director (Operations)} for Training Division.

Tentative requirements	Upper age limit	Eligibility Requirements	Fixed Monthly Remuneration.
One (01).	The upper age limit shall be 63 years as on the date of issue of the said Vacancy Circular.	<p>(A) Essential:-</p> <p>(i) Degree in Engineering Aeronautical or Electrical or Electronics in Civil or Mechanical or Computer Science or Information Technology disciplines from a recognized University or B.Sc Degree from a recognized University or equivalent with Physics or Electronics as subjects.</p> <p>(B) Experience:-</p> <p>(i) Five years' Aviation experience in the field of Aircraft Operations/Air Safety/ Airlines Engineering /ATC/ Operations Airworthiness/Aircraft Engineering at DGCA, or any Scheduled Airline/AAI/Airports/Indian Aviation Academy.</p> <p>(ii) Two years' experience in conduct of training in any aviation organization.</p>	<p>Rs.65,000/- (Rupees Sixty Five Thousand only).</p> <p>Note: For retired Government Servants monthly remuneration will be calculated as an amount equal to last pay drawn (basic pay) at the time of retirement minus basic pension (before commutation) or Rs.65,000/- (Rupees Sixty Five Thousand only), whichever is less.</p>

Duties and Responsibilities of Consultant against the vacancies of Assistant Director (Operations)- for Training Division, DGCA

- (i) Assist in smooth conduct of training of DGCA Officers, ICAO, EU and co-operation with all ICAO contracting states in respect of training activities at DGCA (Hqrs.) and Indian Aviation Academy (IAA).
- (ii) Training data management in MS Excel and MS Word.
- (iii) Processing of training bills and sanction orders.
- (iv) Coordination with DGCA internal and External Govt. agencies and assist in conduct of Module 1 training for all Officers of DGCA.
- (v) Preparation and assist in issuance of credentials to Officers of DGCA.
- (vi) Assist in updating the training policy for DGCA.
- (vii) Assisting Senior Officers in preparation of panels for subject experts.
- (viii) Taking class for his subject of specialization.
- (ix) Day to day administrative work at Indian Aviation Academy, Vasant Kunj, New Delhi.
- (x) Any other job assigned by Senior Officers.

4. Consultants {Assistant Director (Operations)} for Aerodrome Standards Directorate.

Tentative requirements	Upper age limit	Eligibility Requirements	Fixed Monthly Remuneration.
Fourteen (14).	The upper age limit shall be 63 years as on the date of issue of the said Vacancy Circular.	<p>(A) Essential:-</p> <p>(i) Knowledge:</p> <p>Shall have a basic knowledge of airport operations, enabling him/her to administer the regulatory regime pertaining to the licensing of aerodrome and related matters.</p> <p>(ii) Qualification:</p> <p>Shall have undergone training programme in the aerodrome certification/licensing and be conversant with the Indian regulations/requirement and ICAO SARPS and related guidance material.</p> <p>(B) Experience:-</p> <p>Shall have worked in the field of air side management of an aerodrome for at least 5 years and having specialization in one or more area of expertise like aerodrome emergency and disable aircraft removal planning, rescue and fire fighting, bird hazard reduction, siting of equipment and installations on operational area, aerodrome maintenance, Aeronautical Information Services, Obstacle regulation, aerodrome designing and planning etc.</p>	<p>Rs.65,000/- (Rupees Sixty Five Thousand only).</p> <p>Note: For retired Government Servants monthly remuneration will be calculated as an amount equal to last pay drawn (basic pay) at the time of retirement minus basic pension (before commutation) or Rs.65,000/- (Rupees Sixty Five Thousand only), whichever is less.</p>

Note: Before assigning on inspection/surveillance duties, the Consultants shall undergo orientation training and Aerodrome Inspector's standardization course conducted in DGCA from time to time including on-the job training under the supervision of DGCA Officer.

Duties and Responsibilities of Assistant Director (Operations)- Consultants for Aerodrome Standards Directorate, DGCA

- (i) Inspection of the aerodromes for the issuance/renewal of aerodrome license.
- (ii) Periodic inspections and surveillance of aerodrome operators.
- (iii) Scrutiny and processing of applications, Aerodrome Manuals and Safety Management Manuals for issue of aerodrome licence.
- (iv) Examination and processing of the alterations proposed by aerodrome operator in accordance with rule 83.
- (v) Inspection to ensure compliance with requirements for approval of special operations like CAT II & III etc.
- (vi) In addition, Consultants shall carry out above functions in their specialized area.
- (vii) Consultants shall also assist DGCA in development of rules, circulars, guidance material and training modules related to Aerodrome standards and practices.
- (viii) Any other function assigned by DGCA from time to time.

5. Consultants {Assistant Director (Regulations and Information)} for Directorate of Regulations and Information.

Tentative requirements	Upper age limit	Eligibility Requirements	Fixed Monthly Remuneration
Two (02)	The upper age limit shall be 63 years as on the date of issue of the said Vacancy Circular	<p>Essential:-</p> <p>(i) Degree in Law from a recognized university; and</p> <p>(ii) seven years' working experience of dealing with legal field.</p> <p>Desirable:-</p> <p>At least one year experience of dealing with economic aspects of Civil Aviation.</p>	<p>Rs.65,000/- (Rupees Sixty Five Thousand Only)</p> <p>Note: For retired Government Servants monthly remuneration will be calculated as an amount equal to last pay drawn (basic pay) at the time of retirement minus basic pension (before commutation) or Rs.65,000/- (Rupees Sixty Five Thousand only), whichever is less.</p>

Duties and Responsibilities:-

The duties require making proposals for amendments in the Aircraft Act, 1934 and Aircraft Rules, 1937. Review of international conventions and protocols relating to civil aviation. Examination of matters pertaining to aviation law, international law, international conventions etc. Preparation of briefs for air services agreements and for defending Central Govt. in various courts, on civil aviation matters. Examination of schedules of foreign airlines.

6. **Consultants {Legal Officer (Regulations and Information)} for Directorate of Regulations and Information.**

Tentative requirements	Upper age limit	Eligibility Requirements	Fixed Monthly Remuneration
Two (02)	The upper age limit shall be 63 years as on the date of issue of the said Vacancy Circular	<p>Essential:-</p> <p>(i) Degree in Law from a recognized university.</p> <p>(ii) three years' experience in the field of legal practice.</p> <p>Desirable:-</p> <p>Out of total experience, at least one year experience of legal practice in aviation matters such as leasing of aircraft, liability regime, acquisition and merger of airlines.</p>	<p>Rs.55,000/- (Rupees Fifty Five Thousand Only)</p> <p>Note: For retired Government Servants monthly remuneration will be calculated as an amount equal to last pay drawn (basic pay) at the time of retirement minus basic pension (before commutation) or Rs.55,000/- (Rupees Fifty Five Thousand only), whichever is less.</p>

Duties and Responsibilities:-

The duties of legal officer require making drafts, proposals for carrying out amendments in the Aircraft Act, 1934 and the Aircraft Rules, 1937; examination of legal matters, preparation and vetting of legal affidavits; filing of complaints in the courts; and other legal matters concerning civil aviation matters; processing of provisions of International aviation law for adoption in Indian legislation.

7. Consultants (Airworthiness) for Directorate of Airworthiness.

Tentative requirements	Upper age limit	Eligibility Requirements	Fixed Monthly Remuneration
Twenty Seven (27)	The upper age limit shall be 63 years as on the date of issue of the said Vacancy Circular.	<p>Essential:-</p> <p>i. A Bachelor's Degree in Physics or Mathematics or Aircraft Maintenance or Engineering Degree in Aeronautical or Mechanical or Electrical or Electronics or Telecommunication from a recognized University; and</p> <p>ii. A valid Aircraft Maintenance Engineer's (AME) Licence endorsed in either of the Categories B1 or B2 issued by Directorate General of Civil Aviation.</p> <p>Note.- Person holding Engineering Degree in Aeronautical may be considered without possessing a valid Aircraft Maintenance Engineer's Licence.</p> <p>Experience:-</p> <p>Minimum three years' of Aircraft Maintenance experience on an operating aircraft in an Aircraft Maintenance Organisation approved by Directorate General of Civil Aviation.</p> <p>Desirable:-</p> <p>Work experience in a continuing Airworthiness Management Organisation or Aircraft Maintenance Organisation.</p>	<p>Rs.75,000/-</p> <p>(Rupees Seventy Five Thousand Only).</p> <p>Note: For retired Government Servants monthly remuneration will be calculated as an amount equal to last pay drawn (basic pay) at the time of retirement minus basic pension (before commutation) or Rs.75,000/- (Rupees Seventy Five Thousand only), whichever is less.</p>

Note I: - Retired Officers, of Directorate of Airworthiness (DAW), **not higher than Deputy Director of Airworthiness**, DGCA who have rendered at least 15 years of regular service may also be considered without possessing a valid Aircraft Maintenance Engineer's (AME) Licence.

Duties and Responsibilities:-

1. Reviewing applications for certificate of registration, certificate of airworthiness, permit to fly and amendments, renewals of such certificates;
2. Inspection of aircraft for issue, renewal , validation and cancellation of certificates of airworthiness/permit to fly and the subsequent execution of such documents as appropriate;
3. Reviewing applications of aircraft maintenance personnel for issue, renewal, validation and extension of licenses;
4. Supervision of aircraft maintenance and flight crew licensing examinations;
5. Periodic review of the airworthiness conditions and records of aircraft to assess the adequacy of their maintenance and to assess the competence and diligence of the persons who perform the maintenance.
6. Investigation of major defects in aircraft and determination of corrective actions to be taken where airworthiness may be affected;
7. Inspections on the aircraft undergoing routine maintenance, in order to assess the standard of work and adherence to maintenance procedures;
8. Review of service bulletins and the airworthiness directives of foreign airworthiness authorities w.r.t aircraft, engines, propellers to determine applicability to the national aircraft; monitoring the implementation of the relevant airworthiness regulations issued by the headquarters;
9. Surveillance of the approved organizations for issue and renewal of certificates of approval to conduct activities bearing on the airworthiness of aircraft;
10. Surveillance of the carriage of dangerous goods, shippers and related organizations;
11. Surveillance of approved Organisations;
12. Framing and amendments of regulatory requirements from time to time concerning all matters of airworthiness within the scope of the functions and responsibilities of the Airworthiness Directorate. Investigation of possible violations of the national air law or regulations in regard to airworthiness and to suggest corrective action where necessary.

Note: In case there is any discrepancy among the English, Hindi Versions of Vacancy Circular, the English version will be treated as final.

**APPLICATION FOR ENGAGEMENT OF CONSULTANTS, ON CONTRACT BASIS, IN
DIRECTORATE GENERAL OF CIVIL AVIATION, NEW DELHI.**

PHOTO

(A) Vacancy against which applied for:-

Personal Particulars:-

Sl. No		
1.	Name (in Block letters)	
2.	Mother's name	
3.	Father's name	
4.	Permanent Address	
5.	Present Address	
6.	e-mail ID	
7.	(i) Tel. Number: (ii) Mobile Number:	
8.	Date of birth: Age (as on date of issuance of Vacancy Circular).	
9.	Nationality	

10. Professional Qualification (in terms of Essential & Desirable qualifications as required against the vacancy applied for)

I. Essential:-

A. Educational Qualification (10th) onwards:-

Exam Passed	Board/University	Year of Passing	Subjects	% age of marks obtained.

(B) Technical Knowledge:-

(C) Experience:-

II. **Desirable:-**

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11. Information about past employment from/to (give address of employer):-	
a. Central Government	
b. State Government	
c. Union Territories	
d. Autonomous Organization	
e. Others	
12. (i) Last pay drawn (please also indicate PPO No. and enclose copy of PPO, if applicable): (ii) Basic Pension before commutation:	
13. Period within which, you can join:	
14. Additional information, if any, which you would like to mention in support of your suitability for the post. (Enclose a separate sheet, if the space is insufficient).	
15. Details of involvement (including any member(s) of family*) in Aviation Sector/Industry in any capacity:	
16. Have you ever been convicted or arrested, if so, give details:	
17. Whether any FIR, criminal case or any other court case is pending or under investigation against you, if so, give details:	
18. Have you ever been debarred by DGCA for any engagement with DGCA:	

*Members of family 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 Consultant or not.

DECLARATION

1. I, _____ CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND NOTHING HAS BEEN CONCEALED/DISTORTED. IF AT ANY TIME I AM FOUND TO HAVE CONCEALED/DISTORTED ANY MATERIAL INFORMATION, MY CANDIDATURE/ENGAGEMENT SHALL BE LIABLE TO BE SUMMARILY TERMINATED WITHOUT NOTICE/COMPENSATION.
2. I also certify that I am meeting all the eligibility requirements as prescribed for in the Vacancy Circular for the said engagement.
3. I also hereby undertake that I am fully medically fit and keep myself fit to perform the duties and responsibilities attached for the said engagement in DGCA.
4. I also hereby undertake that no major/minor penalty had ever been imposed on me during my entire career and that I bear a good moral character and integrity.

Signature of the Candidate

Place:

Dated:

**A-12024/4/2022-Recruitment Section-Part (1)
Government of India
Directorate General of Civil Aviation**

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

Terms and Conditions of engagement of Consultants, on contract basis, in Directorate General of Civil Aviation (DGCA).

The Terms and Conditions of engagement of Consultants, 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 Consultants attain the age of 65 years or till the Consultants remain eligible as per 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 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**:- During the period of engagement, there will be periodic Performance Assessment by the concerned Directorate/Division. The concerned Directorate/Division, one month before completion of every completed year of the Consultant will submit the performance report of the concerned Consultant and its recommendations for further continuity of the contract, if any or otherwise of the respective Consultant to Recruitment Section.

In the event of failure to meet the requisite standards and quality of output, the contract of the Consultant shall be terminated forthwith and in such case, no notice period is required to be given to Consultant by the 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 requirement and subject to performance report, assessment, recommendations of the concerned Directorate/Division 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. The total period of contract shall not exceed three years (including initial period of one year) from the date of joining 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 remuneration in lieu thereof. However, the DGCA reserves the right to reject the notice of termination of the Consultant in public interest or due to exigencies of work.

1.5.1 If the regular incumbent (s) join(s), 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 Consultant, 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 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/his in her/his attestation forms, the engagement shall be terminated 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, Consultant shall be paid a fixed monthly remuneration as indicated **in Annexure-A** to the Vacancy Circular No. A.12024/4/2022-Recruitment Section dated 29th July, 2022.

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 said engagement shall be in the fixed remuneration. For any fraction of a month, the Consultant 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 official tour which will be as per normal rules applicable to any serving Official of equivalent rank in DGCA.

2.4 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.

2.5 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.

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 duties and responsibilities of Consultant will be as indicated in **Annexure-A** of the Vacancy Circular No. A.12024/4/2022-Recruitment Section dated 29th July, 2022.

4.2 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 the Headquarters of the Directorate General of Civil Aviation (DGCA) or any of the Regional Offices/Sub-Regional Offices of the DGCA with a liability to serve anywhere within India.

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 any compensation for the same

7. LEAVE

7.1 The Consultant will be entitled for twelve (12) days leave in a calendar year on pro rata basis of one day leave for work of each month. The Consultant shall not be entitled to any remunerations for the period of absence beyond 12 days leaves 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 calendar year or tenure, as the case may be.

7.2 Any absence from duty without intimation, without any 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.

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

7.4 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.

7.5 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 (160) days in the twelve months immediately preceding the date of expected delivery.

- i. The maximum period of such leave will be twenty six (26) weeks of which not more than eight (08) weeks shall precede the date of expected delivery.
- ii. A woman Consultant who legally adopts a child below the age of three (03) 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 (12) weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be.
- iii. However, a woman Consultant will not be entitled for the said leave beyond her contract tenure, if not extended for any reasons.

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 Consultant 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 duties or violates any of the Government Acts, Rules or Regulations or Orders or Instructions etc., issued from time to time. She/he 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 her/his engagement in DGCA.

9. TRAINING:-

No training will be imparted to any of the Consultants, which may incur any financial liability on the Government exchequer.

10. 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 her/his contract with DGCA.

11. CONFLICT OF INTEREST

11.1 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 section or industry etc.

[* "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].

11.2 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.

11.3 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 firma 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 members of her/his family are working or have any interest in any manner.

11.4 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 lever higher.

11.5 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 official information, documents, material, records, 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 her/his official duties with prior permission/approval of Directorate General of Civil Aviation.

13. **Liabilities and Responsibilities**

13.1 Consultant shall be responsible to intimate the detail 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.

13.2 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.

13.3 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.

13.4 In addition to the above, in respect of retired Government employees engaged as Consultant, she/he 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 ibid Rule for any misconduct during her/his tenure in DGCA.

13.5 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.

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

14. 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.

15. DEBARMENT

Consultant shall be debarred from applying for the engagement as Consultant in DGCA for a period of one year with effect from the date of her/his relieving, in case she/he resigns from the said engagement before completion of her/his tenure.

16. MODIFICATIONS OF THE CONTRACT

16.1 These terms and conditions 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.

16.2 The Terms so modified shall become a part of the contract.

17. 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.

18. 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 contract basis, with the DGCA.

(Signature)
Name:
Address with contact No.

Witness:

- 1.
- 2.

Bond to be executed by the Consultant, Official Language Division, 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 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 oftwo thousand and twenty two.

Signed and delivered by Sh./Smt/Ms.....

(Signature)

Name:

In presence of:-

Witness (1)

Witness (2)

Signature

Name

Add:

Place:

