

No. A-11014/01/2017-R-Cell
Government of
Directorate General of Civil Aviation
Recruitment Cell

**TERMS AND CONDITIONS OF APPOINTMENT
ON CONTRACT BASIS AS CFOI/ Dy. CFOI(A)/ Dy. CFOI(H)/ SFOI(A)/ SFOI(H)/
FOI(A)/ FOI(H)**

The terms and conditions for the post of Dy. CFOI (A)/SFOI (A)/SFOI (H)/FOI (A)/FOI (H) on contract basis in Directorate General of Civil Aviation, Ministry of Civil Aviation, Government of India, New Delhi are as under: -

1. TENURE

1.1 The tenure will be for a period upto 30/06/2020 or till the incumbent(s) attain(s) the age of 70 years or till the post(s) is/are filled up on regular basis or until further orders, whichever is earlier.

1.2. Probation: On the contact appointment, the Officers will be placed on probation for a period of three months. During probation period, the officer would be imparted requisite training including on the Job Training. During this period, the officer will have to meet the required standards of skills, knowledge, health and in the event of failure, the DGCA reserves the right to terminate the contract summarily without any notice or compensation therefor in terms of this Contract.

1.3 Performance Assessment: During the contract period, there will be periodic performance assessment by the concerned Directorate. Failure to meet the requisite standards and quality of output, DGCA may invoke various provisions including:-

- (i) A notice to improve his Performance Standards and Quality of output to the satisfaction of DGCA within prescribed period. During the Notice period, Non Flying Allowance may also be withheld, if so required.
- (ii) Any failure to achieve the requisite Performance Standards and Quality of output, the services may be terminated forthwith and amount withheld shall be forfeited.

1.4 Extension of Tenure: On completion of the tenure of appointment 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 period of appointment on contract basis will no 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 contract: The contract may be terminated by the officer by giving a notice of three month or three month salary in lieu of that. However, the DGCA reserves the right to reject the notice of termination by the officer in public interest or due to exigencies of work.

If the officer is allowed to terminate the service contract, he/she shall be liable to refund the cost of any training(s) along with pay and allowances received for the period of training(s).

2. EMOLUMENTS

2.1 The said appointment shall be in the applicable consolidated emoluments. However, the remuneration will be regulated by the statutory and other guideline, not already mentioned in this Terms and Conditions document, if so laid down by the Government. For any fraction of a month, the officer 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 In case of the retired personnel, the emoluments will be subject to the prevailing instructions and rules of the Government of India.

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

2.4 The Taxes as levied by the Government shall be deducted at source from the total emoluments.

2.5 In the event of completion of contract tenure or termination of the contract by the officer, apart from other demands as are due under this terms & conditions, the officer shall be required to refund/ return any dues or any item or equipment issued to him/her for official work. In the event of any dispute, the decision of the DGCA shall be final and binding.

3. NATURE AND PLACE OF DUTY

The duties and responsibilities as assigned by DGCA shall be performed. The principal place of appointment shall be the Headquarters of DGCA or any Regional Office of DGCA with a liability to serve anywhere within and outside India.

4. LEAVE

4.1 The officer will be entitled to 30 days privileged leave, 8 days casual leave and 10 days sick leave 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 at the end of the tenure.

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

4.3 In the event of absence on the ground of sickness even for availing single day of sick leave, the officer shall be required to submit prescription from a Practitioner Doctor for rest and thereafter fitness for joining Office. Further, for availing more than three days of sick leave a proper medical and fitness certificate in the prescribed proforma is required.

4.4 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.

4.5 Any absence from duty without intimation, without a valid reason or 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.

4.6 Station Leave Permission shall be mandatory before leaving the station, even on a holiday.

5. DEDUCTIONS

5.1 DGCA shall not be responsible for non-statutory deductions like insurance premium, EPF etc. It shall be responsibility of the incumbent.

5.2 The Officer will be responsible to deposit applicable Goods & Services Tax (GST). The GST deposited by the officer will be reimbursed by DGCA on quarterly basis.

6. CONDUCT AND DISCIPLINE

6.1 The officer shall maintain absolute integrity and devotion to duty at all times and shall not indulge in any activity which effect the functioning of DGCA or Government of India in any manner.

6.2 Being on contract service of DGCA the officer will not participate directly or indirectly in any form or manner whatsoever in trade union activities which will render hindrance in or obstacles in discharging the assigned or violates any of the Government Acts, Rules or Regulations or orders issued from time to time, he/she shall be liable to face due action by the authorities.

7. SPECIAL WORKING CONDITIONS:

7.1 The officer will be required to work in various office environment at various locations such as aerodromes, potential aerodrome sites or at accident scenes at short notice.

7.2 Foreign/ Domestic travel for work or training may include areas of adverse climatic conditions.

7.3 May be required to work at night, on weekends or for long hours in order to facilitate the certification/ surveillance process.

7.4 Working Hours shall be in accordance with the orders of the Government of India on the subject from time to time.

7.5 In addition, the officer may be required to work on extended working hours, if so required by the circumstances or exigencies of work, in public interest. For the extended hours of work, the officer shall not be entitled for any overtime allowance or compensation for the same.

7.6 During the period of his/her contract appointment with DGCA, the officer shall work with integrity and loyalty and conscientiously and in all respect at all times in the best public interest, and he/she shall not engage in any employment elsewhere.

8. BOND

If the officer is allowed to terminate this contract, he/she shall be liable to refund the entire cost of any training(s) alongwith the pay and allowances received during the period of training(s).

9. 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.

10. SECRECY CLAUSE

10.1 All information, documents, drawings etc, whether in physical form or in electronic form which comes into possession of the officer during the discharge of his/her duties shall be of proprietary ownership of the DGCA and the officer 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 DGCA.

11. GENERAL

The officer shall ensure that all the documentation, information and credentials presented to DGCA in support of his candidature for the employment are authentic and both parties agree that in the event of the same being found false, fabricated or tampered with, the DGCA reserves its right to summarily terminate the contract/ services ex parte and taking action as per law.

12. MODIFICATIONS TO THE CONTRACT:

12.1 The Terms and Conditions of this contract may be altered or modified by the DGCA in public interest without any prior notice in accordance with the policy of the Government of India.

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

12.3 Notwithstanding any terms and conditions of contract 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, contract appointment with DGCA shall stand automatically terminated irrespective of any provisions in the Terms and Conditions.

13. UNDERTAKING:

I _____ Son/ _____ Daughter of
_____ resident of
_____ have carefully read and understood
the above terms and conditions. I accept the same and shall abide by the same during my tenure
in DGCA. I hereby also submit the prescribed BOND in terms of para 8 of the Terms and
Conditions of my appointment.

(Signature of the contract officer)
(Name)

Signature, Name & Address of Witnesses.

1. _____ 2. _____

Date:
Place:

Bond to be executed by the contract officer.

KNOW ALL MEN BY THESE PRESENTS THAT I..... resident
of at present employed in
the Directorate of General of Civil Aviation, Govt. of India, as the
..... 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 para 8 of the terms and conditions together with interest
thereon time being in force, the equivalent of the said amount from the date of due, with all
costs between attorney and client and all charges and expenses that shall or may have been
incurred by the Government.

AND WHEREAS for the better protection of the interests of the DGCA, I have agreed to
execute this bond with such condition as hereunder is written;

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event
of my dissatisfactory performance or leaving without prior termination notice or any breach of
any terms and condition of service contract, I shall forthwith pay to the DGCA, Government
of India as may be directed by the Government on demand the said sum equivalent to the entire
cost of any training(s) alongwith the pay and allowances received during the period of
training(s). And upon my making such payment the above written obligation shall be void and
no effect: otherwise it shall be and remain in full force and virtue.

Signed and dated this.....day oftwo thousand and eighteen

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

(Signature of contract officer)
(Name)

In presence of

Witness (1)

Signature

Name

Add:

Place:

(2)