No.A-12024/10/2020-Recruitment Section
Government of India
Ministry of Civil Aviation
Directorate General of Civil Aviation

Opp. Safdarjung Airport, Aurobindo Marg,
New Delhi-110 003
Dated: 24th December, 2020

VACANCY CIRCULAR

Subject: Engagement of Flight Operations Inspectors (FOIs) in various categories, on contact basis, in the Directorate General of Civil Aviation-regarding.

Applications are invited from Indian nationals for engagement as Flight Operations Inspectors (FOIs) in various categories, on contact basis, in the Directorate General of Civil Aviation (DGCA) initially for a period of one year or till the incumbent(s) attains the age of 65 years or till FOI remains eligible to hold the post or till the vacancies are filled up by regular incumbents or until further orders, whichever is earlier. The details in this regard are as under:

S. No.	Name of the post (s)	Tentative number of vacancies	Tentative Vacancies region wise	Remuneration per month (in Rupees)
(i)	Dy. Chief Flight Operations Inspector (Aeroplane)	**Four (04)** UR-03 OBC-01	DGCA (Hqrs.)-01 Delhi (NR)-01 Mumbai(WR)-01 Bangalore-01	7,15,100/-
(ii)	Senior Flight Operations Inspector (Aeroplane)	**Three (03)** OBC-02 ST-01	DGCA (Hqrs.)-01 Delhi (NR)-01 Chennai-01	6,13,500/-
(iii)	Flight Operations Inspector (Aeroplane)	**Sixteen (16)** OBC-08 SC-06 ST-02	DGCA (Hqrs.)-07 Delhi (NR)-02 Mumbai(WR)-03 Kolkata- (ER)-01 Chennai (SR)-02 Bangalore-01	4,22,800/-
(iv)	Flight Operations Inspector (Helicopter)	**Three (03)** UR-01 OBC-01 SC-01	DGCA (Hqrs.)-02 Mumbai(WR)-01	2,50,800/-

Note I: In addition to the above tentative vacancies, **a reserve panel**, including that of UR candidates, will also be drawn up for a period of six month, depending upon the availability of suitable candidates.

Note II: Reservation to SC/ST/OBC candidates is given as per extant instructions.

Note III: Selected candidates can be posted/transferred at DGCA (Hqrs.) or any other Regional Offices of DGCA.

Note IV: Medically unfit candidates (whether temporary or permanent or with limitations) may not apply against the said vacancies.

2. Essential requirements:

(i) **Age**: Upper age limit 58 years (upper age limit is relaxable for SC/ST candidates up to 5 years and up to 3 years for OBC candidates in respect of vacancies reserved for them). Matriculation or equivalent certificate from a recognized board in support of age proof is required.

(ii) **Educational requirements**: Passed 10+2 or higher qualification like Graduation or Post Graduation etc. with Physics and Mathematics as subjects from a recognized Board or University or Institute.

(iii) **Technical requirements** - Essential and Desirable:

Name of the post	**Essential**	**Desirable**
Dy. CFOI (A)	1) Valid Indian Airline Transport Pilot Licence (ATPL) issued by DGCA with Current Pilot in Command Rating (PIC) on Civil Air Transport Aircraft. 2) Current Instrument Rating (IR) and Pilot Proficiency Check (PPC) (endorsement) on the Civil Air Transport Aircraft endorsed on Indian Licence. Currency of IR and PPC carried out in Flight Training Organizations will not be considered. 3) Total flying experience not less than 6500 hours, out of which not less than 5000 hours as PIC on Civil Air Transport Aircraft. 4) Current Valid Class I Medical Fitness Certificate issued by DGCA. 5) Open Rating for all type of Aeroplanes having all up weight not exceeding 5700 Kgs, issued by DGCA. In case the applicant does not possess Open Rating, she/he may apply it in DGCA before the last date of submission of online application and submit a proof thereof along-with the physical application. 6) Current examiner, on Civil Air Transport Aircraft, approved by DGCA or current Qualified Flight Instructor Rating (QFI) in Category A from Defence Services. 7) Accident free record in the preceding five years from the date of application. 8) Should not be BA positive during last three years.	Graduation in Engineering or Master Degree in Science from a recognized University or Institute

Name of the post	Essential	Desirable
SFOI (A)	1) Valid Indian Airline Transport Pilot Licence (ATPL) issued by DGCA with Current Pilot in Command Rating (PIC) on Civil Air Transport Aircraft. 2) Current Instrument Rating (IR) and Pilot Proficiency Check (PPC) (endorsement) on the Civil Air Transport Aircraft endorsed on Indian Licence. Currency of IR and PPC carried out in Flight Training Organizations will not be considered. 3) Total flying experience not less than 6000 hours, out of which not less than 4000 hours as PIC on Civil Air Transport Aircraft. 4) Current Valid Class I Medical fitness Certificate issued by DGCA. 5) Open Rating for all type of Aeroplanes having all up weight not exceeding 5700 kgs, issued by DGCA. In case the applicant does not possess Open Rating, she/he may apply it in DGCA before the last date of submission of online application and submit a proof thereof along-with the physical application. 6) Accident free record in the preceding five year from the date of application. 7) Should not be BA positive during last three years	(i) Qualification of an examiner/instructor, on Civil Air Transport Aircraft, approved by DGCA or Qualified Flight Instructor Rating (QFI) in Category A from Defence Service. (ii) Graduation in Engineering or Master Degree in Science from a recognized University or Institute.
FOI (A)	1) Valid Indian Airline Transport Pilot Licence (ATPL) issued by DGCA with Current Pilot in Command Rating (PIC) on Civil Air Transport Aircraft. 2) Current Instrument Rating (IR) and Pilot Proficiency Check (PPC) (endorsement) on the Civil Air Transport Aircraft endorsed on Indian Licence. Currency of IR and PPC carried out in Flight Training Organizations will not be considered. 3) Total flying experience not less than 5000 hours, out of which not less than 2000 hours as PIC on Civil Air Transport Aircraft. 4) Current Valid Class I Medical fitness Certificate issued by DGCA. 5) Accident free record in the preceding five year from the date of application. 6) Should not be BA positive during last three years	i) Qualification of an examiner/Instructor, on Civil Air Transport Aircraft, approved by DGCA or Qualified Flight Instructor Rating (QFI) in Category A from Defence Service. ii) Graduation in Science with physics and mathematics as subjects from a recognized University or Institute.
FOI (H)	1) Valid Indian CHPL issued by DGCA with Current Pilot in Command (PIC) Rating on Civil Helicopter. 2) Current Instrument Rating (IR) and Pilot Proficiency Check (PPC) (endorsement) on the Civil Helicopter endorsed on Licence. 3) Total flying experience not less than 3000 hours, out of which not less than 1500 hours as PIC on Civil Helicopter. 4) Current Valid Class I Medical fitness Certificate issued by DGCA. 5) Accident free record in the preceding five year from the date of application. 6) Should not be BA positive during last three years.	i) Qualification of an examiner/Instructor, on Civil Air Transport Aircraft, approved by DGCA or Qualified Flight Instructor Rating (QFI) in Category A from Defence Service. ii) Graduation in Science with physics and mathematics as a subjects from a recognized University or Institute.

3. The details of **terms and conditions** of the engagement of FOIs in various categories, on contract basis, are available at **Annexure A**.

4. General instructions

(i) Before applying for the said engagement/s, interested candidates are advised to carefully read this Vacancy Circular and ensure that she/he possess the essential requirements and have the original requisite documents in support of the information/particulars furnished in the online application form for the vacancy applied for.

(ii) The applicants are required to fill up all the particulars in the **Online Form by clicking on the link HERE**. The last date of filling up of the online applications is **6th January, 2021 (Wednesday) (1500 hrs).**

(iii) After submission of online application, the applicants will receive a pdf copy of duly filled-in application on the e-mail ID provided by them in their application forms along with an acknowledgement from Recruitment Section, DGCA through **rrcell.dgca@nic.in**. The applicants are required to take a print of that pdf application form, paste their current photograph (duly sign it across) and sign the application (in the space provided) and send it, along-with No Objection Certificate from their employer (authorized signatory), if any, in the space provided in the Form and the following required legible, self-attested photocopies of the documents in support essential requirements, by speed post/courier/by hand in a sealed envelope clearly super scribing the vacancy against with of she/he has applied for to **Recruitment Section, A Block, Directorate General of Civil Aviation, Opposite Safdarjung Airport, New Delhi-110 003 latest by 12th January, 2021 (Tuesday) (1500 hrs):-**

a. Matriculation or equivalent Certificate from a recognized board in support of age proof.

b. 10+2 certificate or Degree of Graduation or Post Graduation etc. with Physics and Mathematics as subjects from a recognized Board or University or Institute.

c. Copy of Indian ATPL or CHPL Licence.

d. Copy of updated Log Book showing last date of flying.

e. Current Valid Class I Medical Fitness Certificate issued by DGCA.

f. Current Instrument Rating (IR) and Pilot Proficiency Check (PPC) (endorsement) on the Civil Air Transport Aircraft/Civil Helicopter endorsed on Licence. Currency of IR and PPC carried out in Flight Training Organizations will not be considered.

g. Document in support of Open Rating, if any.

h. Documents in support of current Examiner/Instructor/Check pilot/QFI (in category A from Defence Service).

i. Supporting documents for Accident free record in the preceding five year from the date of application.

j. Supporting documents, if any, in support of not being BA positive during last three years.

k. Caste Certificate (for SC/ST/OBC candidates only) in the prescribed proforma issued by the appropriate authority. In respect of OBC candidates, the category certificate should be in the prescribed proforma including the "Non-Creamy layer clause" issued by the Competent Authority for employment under Government of India and should be as per the central list of OBC's published by Government of India. Please also note that the validity of "Non-Creamy layer" certificate should not be older than 06 (six) months from the date of issue of Vacancy Circular." If the reserved category candidate does not produce/attach the supporting documents in support of his/her category, her/his candidature will not be considered against reserved vacancies.

l. Any other document(s) considered relevant/necessary.

(iv) The applications once submitted shall be treated as final and no change/modifications will be allowed after receiving the hard copy of duly filled-in and signed online application form. Candidates are hence requested to fill in the online application form with utmost care, as no correspondence regarding change of details will be entertained later on. DGCA will not be responsible for any consequences arising out of furnishing of incorrect and incomplete details in the online application form or omission to provide the required details in the online application form.

(v) An incomplete application in any respect will not be considered as valid. Candidates are advised, in their own interest, to apply online well before the closing date {6th January, 2021 (Wednesday) (1500 hrs.)} and not to wait till the last date of online submission of applications to avoid the possibility of disconnection/ inability/ failure to log in to the designated link on account of heavy load on internet/website jam. DGCA shall not be responsible for the candidates' not being able to submit their online application forms within the stipulated date on account of any reason beyond the control of the DGCA.

(vi) Candidates may note that the above procedure is the only valid procedure for applying. No other mode of application or incomplete steps would be accepted and such applications would summarily be rejected.

5. Applications received late/incomplete/mutilated or without any of the requisite supporting documents with regard to essential qualification, will be rejected. DGCA will not be responsible for any postal delay/loss of any documents during transit.

6. A Scrutiny Committee will scrutinize the applications and the candidates who fulfill/meet the essential requirements for the vacancies against which she/he applied will be shortlisted and called for documents verification and interview thereof.

7. Candidates will have to produce original requisite documents in support of the details furnished in the Google from at the time of documents verification and interview thereof. In case of inability of providing such documents, her/his candidature will summarily be rejected from the process.

8. The documents verification and interview thereof will tentatively be held in the last week of January, or first week of February, 2021. The selected candidates will be required to join at place of posting within seven (07) days from the date of receipt of Offer of Engagement letter and no extension shall be allowed. In case of not joining within stipulated period, the candidature of the selected candidate shall be treated as cancelled without any further communication.

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

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

Encls: As above.

Sd/-

(Sunil Kumar Adlakha)
Deputy Director

Annexure A

No. A-12024/01/2019-R-Cell
Government of India
Directorate General of Civil Aviation
Recruitment Cell

Terms and Conditions of Engagement of FOIs on contract basis as CFOI/ Dy. CFOI(A)/ Dy. CFOI(H)/ SFOI(A)/ SFOI(H)/ FOI(A)/ FOI(H)

Engagement of CFOI/Dy. CFOI (H)/Dy. CFOI (A)/SFOI (A)/SFOI (H)/FOI (A)/FOI (H) {hereinafter a common nomenclature will be used as FOI for all}, 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 FOIs would be initially for a period of one year or till FOI attains the age of 65 years or till the post(s) is/are filled up on regular basis or till FOI remains eligible to hold the post or until further orders, whichever is earlier. The extension of engagement beyond one year shall be as per provisions contained in Clause 1.5 of this terms and conditions.

1.1 The maximum tenure of FOIs in any particular Office {DGCA (Headquarters) or Regional Office} will not be more than five (05) years. This will be effective with effect from 01/10/2020.

1.2 The maximum tenure of any FOI in DGCA will not be more than ten (10) years taking into account the total consolidated period (in one or more spells in any position as FOI since 2014).

1.3 Probation - The FOIs engaged on contract basis will be placed on probation for a period of three months. During probation period, the FOI(s) would be imparted requisite induction training. During this period, the 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.

1.4 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 FOI(s), Flight Standards Directorate through Joint Director General concerned will submit performance report of the concerned FOI(s) and its recommendation(s) for further continuity of the contract or otherwise of the respective

FOI(s) to R. Cell. Their continuity or otherwise will be subject to approval of the Competent Authority.

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 FOI's 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 FOI is found guilty of such violation(s), then her/his contract shall be terminated without any notice.

1.5 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.

1.6 Termination of engagement - In general terms, the engagement may be terminated by either side by giving a notice of three months or three months' 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.

2. Remuneration - The remuneration for the FOIs in various categories would be as follows:

Name of the post	Basic Remuneration	Special Compensation	Non Flying Compensation	Total (in Rupees)
CFOI	1,44,200	1,75,000	4,55,000	7,74,200
Dy. CFOI (A)	1,31,100	1,50,000	4,34,000	7,15,100
SFOI (A)	1,18,500	75,000	4,20,000	6,13,500
FOI (A)	78,800	50,000	2,94,000	4,22,800
Dy. CFOI (H)	1,31,100	1,25,000	1,22,000	3,78,100
SFOI (H)	1,18,500	75,000	1,22,000	3,15,500
FOI (H)	78,800	50,000	1,22,000	2,50,800

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 six months, 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 equipments etc., if any issued to him/her. 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 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 during or at the end of the tenure in any circumstances.

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

4.2 In the event of absence on the ground of sickness even for availing single day of sick leave, the FOI shall be required to submit prescription from a practicing M.B.B.S. 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.

4.3 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*.

4.4 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.

4.5 Station leave permission shall be mandatory before leaving the station, even on a holiday (including closed holiday(s) i.e. Saturday & Sunday also).

4.6 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.

4.7 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 twelve 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 FOI(s) will be responsible to deposit applicable Goods & Services Tax (GST). The GST deposited by the FOI(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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 FOI(s), which may incur any financial liability on the Government exchequer.

9. **Bond** – FOI(s) 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) (including induction training) along-with the entire remuneration received during the period of 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 FOIs, the respective FOI (s) 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 duties during the tenure as FOI in DGCA shall be considered as violation of Rule 19 and Rule 19-A of Aircraft 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 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 FOIs, 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 section 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(s) 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 FOI (s), 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 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: **(Signature of FOI)**
Date: **(Name)**

In presence of Witness

(I)	**(2)**
Signature	**Signature**
Name:	**Name:**
Place:	**Place:**
Date:	**Date:**
Address:	**Address:**

Appendix A

Bond to be executed by the contract FOI

KNOW ALL MEN BY THESE PRESENTS THAT I_____ resident of _____ at present engaged in the Directorate General of Civil Aviation, Government of India, as the ……, 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 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) along-with the remuneration 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.

Place: **(Signature of FOI)**
Date: **(Name)**

In presence of Witness

(I)	**(2)**
Signature	**Signature**
Name:	**Name:**
Place:	**Place:**
Date:	**Date:**
Address:	**Address:**